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### The Solicitors' Journal.

LONDON, MARCH 24, 1866.

ON WEDNESDAY last the Lord Chancellor, at the sit-ting of the full Court of Appeal, mentioned the case of the London Indiarubber Company, an order to wind-up which has been made. In the course of the observations which he had made Lord Cranworth referred to the Acts of 1856 and 1862, and remarking upon the difficulty of reconciling some of the clauses his Lordship said he should recombining some of the crasses his hordering some of the construction of Parliament language which Lord Mansfield was reported to have used in reference to the construction of wills, namely, that judges were frequently placed in the position of being "the authorised interpreters of nonsense;" but it could not be doubted that there was sometimes considerable incongraity in legislative enactments.

At the rising of the Court his lordship informed the he the rising of the Court his forusing informed the barthat he should sit on Monday, Tuesday, and Wednesday next, for the purpose of continuing the arguments in McIntosh v. The Great Western Railway Company, the lengthiness of which case, his Lordship added, was throwing the rest of the business of the Court into arrear.

WE HAVE RECEIVED from the solicitors to the Palace of Justice Commissioners, a letter designed to set us right in regard to an error into which these gentlemen supposed, looking at our observations of last week,\* that we had fallen. They assume that those observations were meant to reflect on their conduct as illiberal and improper, and they hasten to vindicate themselves by statements which, had we their permission to publish them, would tend to show that such is not the fact.

But, in truth, we never supposed that it was so, and never intended in the smallest degree to reflect hostilely on the conduct of their business by the commissioners. If these gentlemen will take the trouble of comparing our original notice † of the institution of their court, the letter of our correspondent, "A Solicitor, &c.,"‡ and our remarks thereon, with the observations on which they comment, they will see that all we meant to say was that, as a matter of fact, the compulsory purchase of so much land must create a great deal of litigation; and that, unless the commissioners betrayed their trust as guardians of the public money, a large number of cases would have to

We know that more than one railway company found itself obliged, in self-defence, never to make any substantial tender at all, because such tenders merely served as a starting point for juries to increase from; and we thought it at least possible that the commissioners might be advised to take the same course. We have long been of opinion that a similar course is the best policy for the defendants in salvage suits in the Court of Admiralty, and certainly never intended to express any disapprobation of the court o

tion of the proceedings in Moss's case.

The commissioners will in every such case have to pay the costs, and it is for them to consider whether the saving in the purchase-money will cover the necessary expense; and this is in our opinion the only, or at any

rate the principal, thing for them to consider. It is their duty to be just and fair; but they have no right to be "liberal" with public money.

OUR READERS will find in another column a report of a decision of Mr. John Maurice Herbert, the judge of county courts in circuit No. 24, which, for utter disregard of all the principles of the law as administered in the superior courts, bids fair to rival the celebrated county court judgment known as "My Aunt's Case." We have not space, nor is it necessary, to comment at length upon the decision in the case of *Hinckley* v. Williams, to which we allude; to any of our readers who are at all acquainted with equity practice it will be sufficient to read the report; we must, however, observe that county court judges, if they desire to continue invested with the authojudges, if they desire to continue invested with the authority lately conferred on them by Parliament, must study to preserve at least a decent show of administering justice in this branch of their jurisdiction according to the principles of the Court of Chancery. This is the third county court decision which has appeared in our columns within the last two months, which only requires to be stated to insure its reversal at the hands of Vice-Chancellor Kindersley.

THE DECISION of the Boston Election Committee adds one to the legal strength of the House, Mr. Staniland, solicitor, being reinstated in the seat, vice Mr. Parry, contractor, unseated on a scrutiny.

IN THE CASE OF Prioleau v. The United States of America, which promises to be a cause celebre, a motion of an unusual character was made yesterday before his Honour Vice-Chancellor Wood. It is a cross bill to the bill of United States v. Prioleau, 13 W. R. 1066, and Mr. Rolt, O. M. 1906 of the control of the Q.C., moved ex parte (in order to obtain discovery from the President of the United States) for leave for substituted service of the cross bill on the solicitor who appeared for the plaintiffs in the original suit. His Honour, having referred to the well-known case of King of Spain v. Machado, 4 Russ. 225, granted the leave asked.

The LEGISLATURE of Virginia has just passed a resolution authorising the city of Williamsburgh to send to London for a certified copy of its lost charter. contain for a certained copy of its lost charter. The circumstances are, perhaps, unprecedented, and the case supplies a curious exemplification of the relation still existing, by the mere force of history, between this country and the States. The original charter of the city of Williamsburgh (the political capital of Virginia, in pursuance of the remarkable rule which has, with one exception, placed the seat of government in the United States in towns of minor importance) was granted by letters patent of William and Mary, and bore their royal seal. It was dated about 1698, the time of the abandonment of the Jamestown colony, and the removal of the seat of government to Williamsburgh, "which was a more healthy place, and not so much pestered with mosquitoes." It had been carefully preserved in Williamsburgh, not merely as a relic, but as a part of the history of the venerable town. It was removed by General Wise in April, 1863, and brought to Richmond, and deposited in the State Court-house for safe keeping, where it was destroyed in the conflagration of the 3rd of April, 1865,

Being letters patent under the great seal, the record will, of course, have been inrolled in the petty bag office, and thence an exemplification can be obtained upon application to the Court of Chancery, which will, so far as any practical object is to be served, be as good as the lost original; but we fancy that, after all, the value of the charter was principally sentimental, and in this point of view we doubt if any modern document will console the citizens of Williamsburgh for the loss of the old parchment to which they have clung with affection, in spite of their rejection of the authority from which

alone it derived its efficacy.

<sup>• 10</sup> Sol. Jour. 453. ‡ 10 Sol. Jour. 366.

JUDGE KERR, who has given such valuable information relative to the causes of the discontent in Jamaica, is, we are informed, a brother-in-law of Mr. Alfred Tennyson, the poet laureate.

AT THE MANCHESTER ASSIZES the number of prisoners convicted of "garroting" was large, and Mr. Justice Lush adopted the plan used on a similar occasion by Mr. Baron Bramwell, and deferred passing sentence until the end of the assizes, when he had them all up at once. Besides several women, who were sentenced to various besides several women, who were sentenced to various terms of penal servitude, seven men were sentenced to ten years and eighteen lashes, one to fifteen years and twenty-four lashes, one to ten years and twenty-four lashes, and two to seven years and eighteen lashes. We learn from the Manchester Examiner that the convicts are being flogged in batches of four a day. They "all suffered severely, and, with the exception of Jones, howled at the first half-dozen. Williams, who came last, and had probably heard the yells of the others, was moved, partly by his apprehensions, and partly by the first fall of the lash, to complain to the surgeon that he was suffering from palpitation of the heart. On being examined he was found rather full in flesh, but quite well, and he was accordingly sent back to the post. The governor (Captain Mitchell) had visited each convict in his cell, and considered the flogging had had a very salutary effect." Such a lesson is a wholesome one for the "roughs" of such a large city as Manchester, and a reasonable use of the cat does more to protect the public than would the heaviest sentence of penal servitude without it. We differ from General Bennett, whose views on this subject our readers will find in another part of this number, and see no reason for being tenderer to a garotter than a negro.

TUESDAY, the 20th instant, having been appointed by the Bishop of London as a day of humiliation for the cattle plague, to be observed in his diocese, it became a matter of conjecture whether the superior courts of law and equity would or not be closed on that day. On Monday the Lord Chancellor expressed a wish that the equity courts and their offices should be closed at two o'clock; and having mentioned it in open court, he signed o'clock; and having mentioned it in open court, he signed an order to that effect, to which, however, we believe, he desired the assent of the Lords Justices and the Vice-Chancellors. This order having been handed to Mr. Munro, the Senior Registrar, was, we understand, posted up in the registrars' office, and thereupon Mr. Munro went off to consult the Lords Justices. Lord Justice Knight Bruce preferring to do a whole day's work if he appeared at Lincoln's-inn at all, objected to fall in with the views of the Lord Chancellor. Afterwards it was found that the Accountant-General could not close his office, as he had made numerous engage-ments for sales and transfers, and payments, which could not be put off without creating immense confusion and dissatisfaction. Under these circumstances there was nothing for it but to represent matters to the Lord Chancellor, who, by the time affairs had arrived at this stage had left his court and proceeded to the House of Lords. Thither the Senior Registrar had to follow, who, after a time, obtained an audience of his lordship. Ultimately the order was withdrawn, but not for some hours after its public announcement, as, with the best will in the world, there was no time to make the necessary arrangements, and no one seemed to care to throw away two hours out of a good working day. On Tuesday, therefore, all the equity courts and their offices were, in transatlantic phrase, "in full blast." The judges of the superior common law courts sat in chambers as usual. At the Middlesex sessions both courts suspended their sittings from a quarter to eleven until a quarter past one.

This latter appears to have been the most sensible plan, as it gave every one lan opportunity of attending divine service if he thought fit, and it was within the power of the Lord Chancellor or any of the equity judges to have

done the like had they been so inclined. There are some matters of business which cannot be set aside for a day, or otherwise postponed even at the behests of a Lord Chancellor or a Bishop, unless time is given beforehand sufficient to give notice to parties concerned. In this case the notice was so short, and the Lord Chancellor seems so little to have known his own mind on the subject, that although he evidenced a desire to observe the day he was absolutely powerless unless he chose to throw the machinery of his courts thoroughly out of gear.

We regret to have to announce the sudden death of J. Nicholetts, Esq., a solicitor well known and greatly respected throughout the county of Somerset, who has been found dead in his bed at his residence at South Petherton, Ilminster. The following account of the deceased gentleman is taken from the Dorset Chronicle:—Mr. Nicholetts was under-sheriff for this county for a period of twenty years; for sixty years he practised as a solicitor; he was clerk to the justices of the Ilminster, Crewkerne, and Yeovil divisions, and also one of the commissioners of taxes for the Ilminster division. He was in his eighty-second year. An inquest was held on the body of the deceased gentleman on Friday (16th inst.), before W. W. Munckton, Esq., coroner, when a verdict of "died from apoplexy, the result of natural causes," was returned.

#### THE BANDA AND KIRWEE BOOTY.

Most of our readers have seen in the newspapers dur ing the last few weeks reports of the proceedings in the Court of Admiralty under the above title, and may have gathered from the reports that the object of the proceedings was to ascertain the various proportions in which certain officers and soldiers in the British army ought to share in a large sum of money, amounting to upwards of £700,000, being the produce of certain property captured during the Indian mutinies, and held to be "booty of war." That it was not an ordinary case was apparent from the great length to which the arguments extended, and from the fact that nearly all the most eminent members of the inner bar, and a large proportion of those of the outer bar, were engaged in it, nor can we wonder that those who considered themselves entitled to a share in so tempting a prize should spare no expense to establish their claims. Our present object is, however, not to discuss the relative claims of the various contending parties, which we gladly leave to the learned judge whose duty it was to hear the case, but to endeavour to throw some light on the circumstances which have led to the property becoming the subject of any claim at all.

We may premise that property of the enemy taken in lawful war by the Queen's forces becomes the property not of the forces who have captured it, but of the British Crown. The right of the previous owners having been divested by capture, the property vests in the nation, by whose authority and at whose expense the capture was effected. In the same way money paid by a defeated enemy by way of indemnity belongs not to the army but

to the national exchequer.

Any claim therefore which the Queen's forces may have to booty or prize, whether captured on land or at sea, is merely a claim on the liberality of the nation, which, to reward the services of its soldiers and sailors, and to stimulate their ardour, grants to them either the whole or part of the value of the property captured, or in some cases a pecuniary reward. The rewards given to the British land forces have generally been of the latter description, and have in India taken the form of a gratuity called "batta," the habits of modern times being opposed to the ancient practice of plundering the enemy's country; but in maritime warfare the "good old custom" of taking the enemy's goods and dividing them among the captors still prevails, and has, by the decisions of prize courts, been reduced to an organized international system, the principal feature of which is that, before any claim is admitted on behalf of the captors, it must be

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established to the satisfaction of an impartial tribunal that the capture was lawful, and that the title of the original owner has become effectually vested in the Crown.

The capture of booty on land, to any large amount, is of comparatively rare occurrence, and there is no tribunal specially charged with the adjudication of the rights specially charged with the adjudication of the rights either of the Crown or of the captors, in such cases. We understand that in the present case the Crown has ex-pressed its readiness to divide the booty among the forces ngaged, and has referred it to the learned judge of the Admiralty Court to decide on general principles as to the proportions in which they are to share. There has not, however, so far as we can ascertain, been any judicial sentence analogous to that of the condemnation of a maritime prize, by which the title of the Crown to this property has ever been declared or confirmed, and the question to which we would now direct the attention of our readers is, therefore, an open question, viz., whether, and by what means, the property in question has become so vested in the British Crown as to entitle it to divide it among its land forces as booty of war.

From inquiries which we have made on the subject, we have ascertained the following facts, which may be taken to rest on reliable authority. The property under dispute was captured at two places called respectively Banda and Kirwee. Banda is the capital of British Bundelcund, and is a wealthy and thriving town, and the entrepôt of the cotton trade of that part of India. Kirwee is an unimportant village in the same district about fifty miles from Banda. The property in question, although the property of various owners may have been mixed up in it, was substantially the property of two in-dividuals of high rank and great wealth, called respec-tively the Nawab of Banda and the Nawab of Kirwee. The history of these two individuals is remarkable, and is

as follows:-

First, as to the Nawab of Banda-Towards the close of the last century, when the Mahratta power was in the ascendant, the Mahratta tribes invaded and conquered Bundelcund, and the Peshwah, or principal ruler of the Mahrattas, appointed his natural son, Nawab Ali Bahâdur, as his deputy, to rule the conquered province; which office became, as was often the case, hereditary. When, in 1812, the British conquered Bundelcund, they deposed the existing Nawab, but left him to enjoy, as a private individual, his private fortune, which was of large amount, and they conferred upon him a perpetual pension of

£40,000 a-year.

In accordance with this arrangement the Nawab and his descendants continued to reside in their palace at as dissemants continued to reside in their palace at Banda in great wealth, state, and dignity, but in the capacity of merely private individuals. Their fortune became largely increased by savings and accumulations, a great part of which they invested in Indian Government securities, thus testifying their confidence and interest in the permanence of the British Government. In 1857, at the time of the Indian mutinies, the title and presents had decolved one accurate many transfer.

and property had devolved on a young man of twenty-three, who is still living. This young man had always been on friendly terms with the British authorities, and, but for the mutinies, would probably have continued to the present time in the enjoyment of the property and

pension of his family.

Secondly, as to the Nawab of Kirwee—In the early part of the present century disputes arose at Poonah between two rival claimants for the office of Peshwah. The Duke of Wellington (then Sir Arthur Wellesley), who commanded the British forces in those parts, induced one of the contending parties to give way to the other, and retire to Kirwee, in Bundelcund, on a pension of £80,000 a-year, which was guaranteed to him and his heirs by the British Government. This pension was continued to his son, who lived in great wealth and state, and accumulated vast hoards of money, including a large amount of Indian Government securities, until 1854, when he died without heirs of his body, and the

pension lapsed, but the residue of the property devolved

pension lapsed, but the residue of the property devolved on his adopted son, then about eleven years of age.

In 1857 the Bengal army mutinied, and, for a time, the British power ceased to exist throughout Bundelcund, which fell into the possession of the rebels. It was never proved in any judicial proceeding that either the Nawab of Banda or the Nawab of Kirwee were personally engaged in the mutinies, and even if such had been the case, the tender years of the Nawab of Kirwee would have saved him from being criminally responsible; but it may be admitted as a fact that they and their families sympathised with, and generally adhered to, the rebels. In fact, as the British had been driven out of the country, and the rebels were de facto in possession, the inhabitants of the country had no alternative but to adhere to them or to fly.\*

We now arrive at the events which have led to this elaim

In 1858 the British armies, under the command of Lord Clyde, executed a combined movement on a gigantic scale, extending over the greater part of Central India. An important share of this combined movement devolved on the Madras army, under the command of General Whitlock, which marched from the Madras Presidency, through Bundelcund, to join Lord Clyde on the Ganges. The rebel armies gave way, and the principal inhabitants fled at the approach of the British, and General Whit-lock's advance was not contested. In passing through Banda and Kirwee he found the houses of the two Nawabs empty, and a vast amount of property without any apparent owner. Assuming, with military promptitude, that the owners, although British subjects by birth and education, must be rebelsand traitors, the burnt their and coucation, must be received at a data and a dock possession of their property, which was subsequently realized, and constitutes the bulk of the "booty of war" in which so many generals and soldiers of renown are now claiming a share.

The pensions and Government securities of the Nawabs do not, however, as we are informed, form part of the booty," but have been confiscated for the benefit of the

Indian Government.

This, we believe, is the origin and history of the booty in question, and we are far from saying that if Bundelcund had been a foreign country, this proceeding, so far at least as it affected the moveable property found in the houses of the Nawabs, might not have been perfectly consistent, if not with abstract justice, at least with the usages of war. Væ victis is the motto of the conqueror. The inhabitants of an invaded country may sue the invader for mercy, but they cannot talk of right or justice. But, when we import into the case the awkward fact that the country in which this property was situate was as much part of the Queen's dominions as the Isle of Man; that the owners of the property thus converted into booty were, and are at this moment, subjects of her

• The statute of 11 Hen. 7, c. 1, would seem in principle, though not technically, to apply to this case, just as it is now admitted to have really, if not technically, applied to the case of Sir Harry Vane.—Eo. S. J.

not technically, to apply to this case, just as it is now admitted to have really, if not technically, applied to the case of Sir Harry Yane.—En. S. J.

† We have been informed by one of the counsal engaged in the case that the only evidence of participation in the rebellion by the Nawah of Kirwee, which appears in all the six volumes of documents which have been put in evidence in this case, is contained in the following passage from a letter wristen by Mr. R. R. W. Kllis, the political assistant for Bundelcund, to Sir Robert Hamilton:—

"On arrival at the palace, Narain Rao and Madho Rao occupied their own appartments under custody of a European guard. The scene in the palace-yard presented the appearance of an arsenal more than that of a private residence; numerous guns, about forty, I believe, of various calibre, were in the yard, and every description of munitions of war, including muskets, belts, and Sepoys' jackets of the Bengal infantry (50th and 67th regiments, also Scindia's contingent), were also found in abundance.

"Major-General Whitlock, in consequence, assumed military control, and took charge of all property of every description appertaining to the estate of Narain Rao and Madho Rao, and I am informed Mr. Mayne has been instructed to try them both:

"This morning the force proceeded across the river es rouse to Banda, whither Narain Rao and Madho Rao companied it. The reasure and jewels are also about to be transported thither, the palace being occupied by a force under the command of Brigadier.

The persons in question, whose title we believe to be Soubhadars of Tirolan, were, we understand, afterwards convicted of rebellion by a military court.

The persons in question, whose title we believe to be Soubhadars of Tiroban, were, we understand, afterwards convicted of rebellion by a military court.

Majesty; that they have never been convicted by any legal tribunal of treason, or any crime involving forfeiture by English or Indian law; and that one of them was, at the time when the forfeiture (if any) must have been incurred, of an age which, according to the law both of England and India, would have exempted him from penal consequences; we find it difficult to repress certain uncomfortable sensations when we read of the

wholesale confiscation of their property.

If General Whitlock and his followers had appropriated and divided the spoil on the spot in ancient fashion, as a great amount of "loot" was confessedly appropriated during the Indian campaigns, we should not have thought it a subject for discussion in our columns; but when the spoilers, unable to agree upon a division of the plunder, apply to an English court of justice to assist them in so doing, we think that it can scarcely be called presumptuous in us to ask, by way of preliminary inquiry, whether it is quite clear that the title of the former owners has been effectually put an end to. Looking on the facts from a legal point of view, we think the Indian Government are in a dilemma. If the Nawabs were alien enemies, they were not traitors, and the Government ought not, according to the customs of civilized nations, to have confiscated their funded property. If, however, they were British subjects, the Government had no right to confiscate their property at all, except after conviction by process of law. We leave it to the Indian Government to give us a solution of this difficulty.

The above story suggests, however, several questions of interest to the legal and constitutional student, and

among them the following:-

Does the march of a British army through a British province, which has been, or is, in a state of insurrection, for the purpose of restoring the Queen's authority, confer upon that army, as against the non-combatant population, the rights of foreign invaders, so as to deprive them of the protection of that very law which it is the mission of the army to restore?

Does it authorise the commander of the army, not only to lay waste the country with fire and sword, which may, or may not, be a military necessity, but to confiscate for the ultimate benefit of himself and his soldiers the

goods of the Queen's subjects?

If an insurrection were to break out in the west of Ireland, and the British Government were, in order to restore the Queen's authority, to direct a combined move-ment of troops from three or four directions on the rebel camp, and one of these armies were, by accident or good fortune, to take possession of the houses of—say Mr. Monsell and Lord Inchiquin,\* whom we may for the nonce suppose to have been suspected of being partizans of the rebels, but not to have been then, or subsequently, indicted for, still less convicted of, treason; would the commander of that army be authorised to burn down these houses and confiscate the goods found therein? Would these goods be in fact liable to forfeiture at all, and, whether liable to forfeiture or not, could they, being the property of British subjects, be regarded as "booty of war?"

It cannot be said that the above example would not be analogous to the case we have above referred to, and as there is a disposition in these days to strain to the utmost the rights, not of the Crown exactly, but of the "Executive," we think the points we have above suggested not unworthy of consideration.

#### EQUITY.

IMPERFECT VOLUNTARY GIFTS.

Jones v. Lock, L. C., 14 W. R. 149.

The distinction between an imperfect voluntary gift and a complete declaration of trust, although usually

\* we have suggested these names because, while the loyalty of these gentlemen is beyond question or suspicion, the fact that one is the brother, and the other the brother-in-law, of the late William Smith O'Brien, would have been, in 1848, evidence against them at least as cogent as that on which the nawabs in question appear to have been condemned to the plunderer.

considered to be one of the main pillars of our equity system, is not easily realised in practice. Several of the cases decided on the ground that the grantor constituted himself a trustee for the intended grantee would appear to have been merely cases of imperfect legal transfers: and e converse many donations of property have been held invalid, as being incomplete, which would appear to have had all the essentials of a declaration of trust, But, however hard it is to apply the doctrine in *Ellison* v. *Ellison*, 1 Wh. & Tu. Lead. Cas. 168, the doctrine itself is never referred to except with deference.

The question whether a voluntary gift is incomplete appears to resolve itself finally into one of intention, and yet not to be divested of any portion of its technicality; for the question in its ultimate form is whether the donor intended or not to pass the legal property to the intended donee. Unless he attempted to do so, it is clear that if at the same time he intended voluntarily to confer a gift upon the dones, he intended to constitute confer a gift upon the dones, he intended to consutute himself a trustee, else he could have intended no benefit whatever for the donee. From these rules there results, not unfrequently, the strange anomaly that the more earnest the intention of the donor is to pass the property in the subject of the gift to the donee, the less efficacious will it be in law, on the ground that an actual attempt was made to vest the property in the donee rebuts any presumption of a trust in his favour. The leading case on imperfect voluntary gifts (Antrobus v. Smith, 12 Ves. 39), discloses this legal paradox clearly enough. In that case A. B. made the following indorsement upon a receipt for a subscription in the Forth and Clyde Navigation: "I do hereby assign to my daughter, C. D., all my right, title, and interest, of and in the enclosed call, and all other calls, of my subscription in the Clyde and Forth Navigation." What could be more explicit or plain than this indorsement; yet Sir William Grant, then Master of the Rolls, considered it insufficient either to pass the property or to constitute a declaration of trust. In Edwards v. Jones, 1 Myl. & Cr. 226, the obligee of a bond indorsed it by a memorandum to a volunteer, to whom at the same time he delivered the bond; Lord Cottenham held that the gift was incomplete, and yet that there was no trust created. Numerous other cases to the like effect will be found carefully abridged and collated in 1 White & Tudor, 182, sqq.

It is, we think, to be much regretted that the authority of Sir William Grant has exercised so much influence in the subsequent cases; for, although hasty gifts of property are to be deprecated, yet, so long as the law permits such dispositions to be made, the judges ought not to be so very astute in neutralizing almost every case of voluntary gifts. These are seldom completed by legal tranfers, because to demand such would savour of covetousness and ingratitude on the part of the intended donee. These considerations, however, have had no weight with our

equity judges, and any volunteer who has not a very clear case indeed will find little mercy.

The doctrine in Antrobus v. Smith and the subsequent cases, although now too firmly established to admit of dispute, yet is opposed to some very general principles of equity jurisprudence. A lease, for instance, executed before 1841 is void at law, if there was no lease for a year or livery: it is construed, then, ut res magis valeat, as a bargain and sale; but if uninrolled within due time, it is void, even as such, at law, by reason, of the Statute of Inrollments: it is good, however, as an equitable bargain and sale, on the ground that besides being intended to operate as an actual conveyance, it was also sufficient evidence of a contract to satisfy the provisions of the Statute of Frauds. It is not easy to discover any very satisfactory reasons why a similar principle was not adopted by Sir William Grant when the point was discussed before him in Astrobus v. Smith; for, although volunteers are not favoured in equity, yet assignments both of equitable and legal choses in action have been held valid in favour of volunteers, although nothing passed to them at law.

Lord Cranworth appears to be in an especial degree hostile to volunteers seeking the intervention of the Court. In the principal case, however, he has repudiated the dictum ascribed to him in Scales v. Maude, 4 W. R. 109, that a mere declaration of trust in favour of a volunteer would be inoperative. This alleged dictum has been in fact neutralized by the judgment of Lord Justice Turner in Milroy v. Lord, 8 Jur. N. S. 808, and is inconsistent with all principle and analogy. In the principal case Lord Cranworth most judiciously observed that it is a very imperfect state of the law which permits parol dispositions to volunteers of personal property to any amount. This department of our jurisprudence certainly amount. This department of our jurispitation country meds reform. Personal property ought, with respect to all volunteers, charitable and otherwise, to be completely assimilated to realty, so far as regards the necessary forms of transfer. In the principal case Lord Cranworth has indicated unusually strong tendencies to criticise closely parol gifts, and, in fact, we think, has strained the existing rules rather hardly against volunteers. Indeed, as late as the 6th of December last, the Master of the Rolls, in De Hoghton v. Money, 14 W. R. 159, refused to set aside, in favour of a purchaser for value, a voluntary gift of an interest in land evidenced by an instrument not under seal, but left the parties to their legal remedies.

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In the principal case a father, after his return from a journey, placed a cheque for £900 in the hands of his infant son, then nine months old, and said, in the presence of the mother and nurse, "I give this to baby; it is for himself." He added other observations in the most serious manner, clearly indicating an intention to provide for the infant. He locked the cheque up in an iron safe, and died a few days afterwards. His addressing the infant in the manner stated was owing to the fact that he had a family by a previous wife, for whom he had provided; but there was no provision made by him for this infant, and he was at the time contemplating an alteration of his will, with the intention of bequeathing £1,000 to the infant. All these facts were most clearly established by the evidence, and not sought to be dis-proved; yet the Lord Chancellor held that there was neither a perfect gift nor a valid declaration of trust in favour of the infant, on the ground that a mere conversation could not amount to a declaration of trust. As his Lordship's decision was founded rather upon the weight which he attached to the evidence than upon any weight which he attached to the evidence than upon any rule of equity, it is perhaps not open to much criticism in its legal bearings. It is settled, however, that a serious conversation may constitute an adequate declaration of trust of personalty; and, indeed, if the parent in the principal case did intend to constitute himself a trustee for the child, he could hardly have declared in the period of the could hardly have declared in the could hardly have declared to the could have the non-legal parlance his intention more explicitly. decision may, however, be supported upon established principles, upon the ground that the conversation only amounted to a declaration of what he intended to do by will, and failed to carry out. On the whole the case tends to take additional ground from under the feet of volunteers, who have already but a narrow locus standi either at law or in equity.

#### LEGAL NOTES FOR THE WEEK.

The notes of cases under this heading are supplied by the gentlemen who report for the Weekly Reporter in the several courts.]

MASTER OF THE ROLLS. March 3.

BANNISTER v. LOVE.

Administration suit-" Pay and Divide"-Trust for conversion of realty.

This was a suit to carry out the trusts of a will.

The testator had left his property to trustees upon trust to pay and divide it among the parties therein mentioned. The will contained no power of sale. The

testator died possessed of both real and personal property. The question was, whether the words pay and divide implied a trust for conversion of the realty.

LORD ROMILLY, M.R.—The words imply a trust for conversion. The point has been before me in a case of

Waddington v. Waddington. Jackson for the plaintiff.

Freeland, Fooks, Fooks, jun., and Morris, for defendants. Solicitors, Russell & Son; Eyre.

FRENCH v. TEMPLE.

Mr. Bearan applied for an order of revivor.

The bill was filed on the 6th February, 1866. On the 17th interrogatories for the examination of all the defendants were filed. On the 5th of March, before the time for answering had expired, one of the defendants died, leaving a will, which had been proved by his executors.

His Lordship made an order for revivor against the executors, and gave leave for immediate service of the interrogatories upon them, the executors to put in their answer within forty days from the service of the interrogatories.

March 12.

EX PARTE TRUSTEES OF BIRMINGHAM BLUECOAT SCHOOL.

Trust-Private Act-Investment.

The trustees of the above-mentioned charity were authorised by a private Act of Parliament to sell brick earth, clay, sand, and gravel, from off the estates of the charity, and pay the proceeds into Court; and the Act further directed that until the money so paid in could be laid out in the purchase of land, it should be invested, together with the interest thereon, in navy, victualling, or exchequer bills. The trustees petitioned that a sum of money which had been paid into court, as directed by the Act, might be invested in Consols instead of exchequer bills.

Speed for the petitioner.

His Lordship made the order on the authority of the General Order of February 1, 1861. Solicitors, Taylor, Houre, & Taylor.

#### VICE-CHANCELLOR KINDERSLEY. March 15.

March 15.

Watson v. The International Bank.—Eddis and Robinson appeared to support eight exceptions to the plaintiffs' answer to the concise statement filed by the International Bank.

The plaintiffs Watson and Overend claimed three promissory notes and nineteen Lloyds Bonds of the Newry and Armagh Railway Company, as belonging to them, the defendants likewise claiming them. The plaintiffs, desiring to get credit for £15,000, employed Messrs. Wooley & Co., financial agents for the purpose, and they negotiated with Messrs. Thomas H. Gladstone & Co., who authorised Wooley & Co. to arrange the matter, and advanced the £15,000 by five bills, which they accepted. The plaintiffs handed over the three notes and nineteen bonds to Wooley & Co., and they were (by an instrument of transfer), handed over to Thomas Hall Gladstone, a member of the firm, who deposited them with the London and Colonial Bank, of which he was chairman, by which they were handed over to the International Bank, and this bill was filed to recover them. The object of the concise statement was to discover what passed between Wooley & Co. and Gladstone & Co., and that, it was alleged, was not sufficiently answered.

ciently answered.

C. Locock Webb, for the plaintiffs, insisted that not a shilling of money was advanced, and the matter was fully set out in the

KINDERSLEY, V.C., was of opinion that Wooley & Co. were clearly the plaintiffs' agents, and allowed the 1st, 3rd, 4th, 6th, and 7th, and overruled the rest. Usual order as to costs. Solicitors, Rixon & Sons

March 20.

DIMOND v. EDGELL.

This was a suit to administer to the estate of Joseph Madder, who, by his will, gave certain legacies, and be-queathed the residue to the defendant and two other trustees, upon certain trusts for his wife and children. The testator died many years ago, his wife and the trustees were all dead, and various changes, by death and

marriage, had occurred in the family; one of the surviving daughters had married Lord Kinsale, and was now a widow by his death. A former suit had been instituted, which had become abated. The present bill set out all the facts, but the prayer was that of a bill of supplement and revivor.

Glasse, Q.C., and Hardy, appeared for the plaintiff.-Minutes of the usual decree had been prepared.

Bush for the trustees.

Karslake for Lady Kinsale. KINDERSLEY, V.C., said that the form of the bill, in

setting out the facts, and then praying for a decree of

supplement and revivor, was wrong.

Glasse, Q.C., said that they would take the usual revivor and supplement decree, and settle the rest out of court

Solicitors, Prior & Bigg; Hughes, Hooker, & Butten-

MORRISON v. TRAVIS.—This was a suit to administer the estate of William Travis, who died intestate in 1859, leaving a widow and several children, one of whom, a daughter, and her husband, had instituted this suit; and the husband being dead and she being an infant, she had now obtained an order in chambers to exerce on the suit by how north friend. An attempt had been bers to carry on the suit by her next friend. An attempt had been made to administer the estate by summons in chambers, but it had failed because an account was sought against the widow, who had carried on the business of her late husband (that of

who has carries of the business of her fact husband (this of wine merchant) and had dealt with the property.

John Chiler for the plaintiffs.

Rendall, for the widow, said that she had found the estate nearly insolvent, and by her exertions and raising £3,240, on mortgage of leaseholds, had been enabled to carry on the business, educate her children and cive her damethers novitons. The educate her children, and give her daughters portions. The mortgages were still due, and she was personally liable, she was, moreover, illiterate, and had kept no accounts, and now objected to the suit going on.

KINDERSLEY, V.C., said that what had been stated by the defendant was no recent what the suit should not see on although

she was entitled to be guarded by proper inquiries.

Eventually a form of decree was agreed upon, which his

Honour sanctioned.

BENNETT v. BENNETT.—This was a common foreclosure suit, and the only question was whether a sale could not be ordered at once. The difficulty was that Robert Bennett, a party, had written a letter to say that he should not appear.

Glasse, Q.C., and Berkeley, stated the circumstances.

Everitt, for a defendant, submitted that a sale might be ordered, notwithstanding that Robert Bennett did not appear.

Kindersex, V.C., said that the common decree only could

Solicitor, Webber.

Dunn e. Aggs.—This bill was filed to obtain payment of a mortgage dated in March, 1847, of £352 10s., and interest, on the share of Thomas Raven, under the will of Rachel Wright. An order was made in July, 1861, whereby the fund of which he was entitled to a part was transferred into court, the defendant being the representative of Rachel Wright. Thomas Raven had become insolvent and Thomas Martin Wilkin (a defendant) was his assignee. On a former occasion the defendant had moved to dismiss the bill for want of prosecution, but that was met by an offer to dismiss him with £28 costs, and nothing to be done without notice to him.

without notice to him,

Roberts, for the plaintiff, asked for the usual decree, but objected to pay the costs of the present appearance of the defendant who had been dismissed.

Vaughan Johnson, for him, said that he considered he ought to have the costs of now appearing, but would be content to take

KINDERSLEY, V.C., said he was afraid he could not give him anything beyond the £28, but the Registrar (Mr. Latham), might perhaps be able to find some way of allowing him the extra costs of his present appearance.

Solicitor, Wilde, Rees, Humphry, & Wilde.

#### VICE-CHANCELLOR STUART.

March 17.

WATERS v. EARL OF SHAFTESBURY.

This was a suit instituted by Robert S. Waters, the late steward and land agent of the Earl of Shaftesbury, praying that a general account might be taken of his dealings with the defendant whilst in his employment, and praying a special declaration of his being entitled to remuneration as a contractor with the General Land Drainage and Improvement Company, in respect of cer-

tain drainage works done by the company on the defendant's estates.

By an indenture dated the 11th May, 1857, made between the Land Drainage Company of the one part, and the defendant of the other part, the company agreed, with the sanction of the Inclosure Commissioners, to execute certain drainage works for the defendant for the sum of £15,600. This amount was to be charged upon the inheritance of the lands therein mentioned, by way of an annual rent-charge, for thirty years, at the rate of six per cent. per annum. By another indenture of the same date, made between the defendant, the company, and the plaintiff, it was covenanted that the plaintiff should be the agent and surveyor of the said company in the said contemplated drainage works, and that he should execute them for the sum of £14,786, to be paid to him after their completion. In the same indenture the defendant covenanted to pay to the plaintiff all his expenses in carrying out the contract with the company. By two indentures of the 30th June, 1862, a similar con tract was entered into between the parties, in respect of some further works to be done on the defendant's estates, whereby the company agreed to execute other drainage works for the sum of £11,277, to be secured, and the works to be executed by the same parties and in the same manner as agreed in the former contract.

The plaintiff's case was that when he left the service of the defendant in 1863, he had executed the whole of the works under the contract of the 11th May, 1857, and that the company had paid to the defendant the sum of £14,786 15s. under that contract, and that he had executed works under the second contract, for which the defendant had received from the company the sum of £6,221 18s. These sums, together amounting to £21,008 13s., had been received by the defendant, and he had advanced only £17,181 1s. to the plaintiff, the actual cost of the drainage works executed. The plaintiff now claimed to be entitled to the balance between those two sums, £3,827 12s., as payable to him by virtue of his office of contractor. A considerable portion, however, of this sum, the plaintiff stated to be still due for labour. The plaintiff, it appeared, received a fixed salary of £430 per annum from the defendant, and had, when superintending other drainage works for the defendant, received remuneration at the rate of five shillings per

The case occupied the Court several days.

Malins, Q.C., and C. H. Roupell, for the plaintiff.

The Attorney-General, Bacon, Q.C., Sir Hugh Cairns, and Snape, for the defendant, contended that he was entitled, in respect of the salary paid, to the whole time and services of the plaintiff, and that he could not, as against him, claim any extra remuneration. The defendant was, in fact, the true contractor under the arrangement; at any rate the plaintiff could not take advantage

of his fiduciary position.

The Vice-Chancellor, in an elaborate judgment, held that there was nothing in the fiduciary relationship between the parties to prevent a contract for the advantage of the land agent being entered into between them, no advantage having been taken by the plaintiff of his fiduciary position to the injury of the defendant, and there being no fraud (Lord Selsey v. Rhoades, 2 Sim. & St. 41); that the deeds of 1857 and 1862 bound the plaintiff to execute the works, and that he was not the ess entitled to any profits on the works done, because the defendant had agreed to indemnify him against loss. The plaintiff would have been liable to the company in case of non-performance of the contracts, and the indemnity of the earl might by possibility have been valueless. The work done by the plaintiff could not be supposed to fall within the province of an ordinary steward and land agent. Having regard to the precautions which had been taken in carrying out the contracts, the confidential relation which subsisted between the plaintiff and defendant was not such as to entitle the defendant to say the plaintiff was not to have credit given to

him for the sum asked. There must be a general account of all dealings between the plaintiff and defendant, and in taking the accounts under the two drainage contracts, the plaintiff must be credited with the two sums paid by the drainage company, and be debited with all sums paid, and materials supplied, to him by, or at the expense of, the defendant, and with all interest charged against and paid by the defendant in respect of monies advanced by him, or on his credit, in the execution of the works.

Solicitors, Hemsley: Baxter; Rose, Norton, & Co.

#### March 21.

WOOLRIDGE v. WOOLRIDGE.—This was a suit by the heir at law of John J. Woolridge, a furniture dealer at Rotherhithe, to set aside certain deeds, by which, in ignorance of his rights as heir at law to certain freehold property of the intestate, he had conveyed the same to the intestate's widow for a nominal consideration. The facts of the case were clear, showing that the fact of J. J. Woolridge dying intestate had been concealed from the plaintiff, and that misrepresentations had been made as to his rights under the intestate.

The Vice-Chancellor made a decree as asked.

Malins, Q.C., and Russell, for the plaintiff.

Bacon, Q.C., and Fisher, for the defendant.

#### VICE-CHANCELLOR WOOD. March 17.

#### IN RE MANCHESTER BURIAL BOARD.

Petition for payment out of fund in Court representing land taken by a railway company—Costs.

This was a petition for payment out of court of a fund psid in by a railway company, and originally invested in the names of the dean and canons of Manchester and the churchwardens of the parish. Subsequently the rights of the dean and canons and churchwardens were, by Act of Parliament, vested in the petitioners.

Little for the petitioners.

E. K. Karslake for the dean and canons.

E. C. Dunn for the churchwardens.

Bird, for the railway company, resisted payment of two sets of costs, insisting that the dean and canons and churchwardens ought to have appeared by one counsel. It was not right that the company should be subjected to the payment of additional costs because subsequent dealings with the land in question or the fund in court had created interests which might be conflicting, as those of the Dean and Canons and the Churchwardens: Re the Incumbent of Whitfield, 1 J. & H. 610.

Little in reply.-We are not to be prevented from dealing with our estate because the company have taken

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Wood, V.C., agreed with Mr. Little's argument so far as it affected the costs of one set of respondents, but thought the company should not pay the costs of the separate appearances by the dean and canons and by the churchwardens. The company must pay the costs of the petitioners and of one set of respondents.

Solicitors, Urquhart, N. C. & C. Milne; Clark, Wood-

cock, & Ryland.

#### COURT OF BANKRUPTCY.

#### March 17.

(Before Mr. Commissioner WINSLOW.)

IN RE W. A. S. PEMBERTON.-This was an application for

IN RE W. A. S. PEMBERTON.—This was an application for release from custody.

E. Tonge (solicitor), in support of the application.

Mr. William Angustus Sadler Pemberton, was formerly an attorney and afterwards a commission agent, in Pinner's-court, Old Broad-street, having residences at Loughton, in Essex, and in Arlington-square, Hoxton. It appears that the bankrupt's debts and liabilities were about £8,600, and that although he returned assets of the value of £4,000, he filled his potition in forma numeris.

forma pauperis.

The Commissioner questioned the bankrupt with regard to his available estate; but he persisted in his statement that although he possessed assets of the value of £4,000, no portion of it could

be realized.

His Honour granted the application for release from custody.

#### March 22.

(Before Mr. Commissioner HOLROYD.)

IN RE RICHARD WM. WEBB.—This was an adjourned meeting for discharge.

Reed for the assignees, and Denney for the bankrupt.

Mr. Richard Wm. Webb was an attorney, carrying on business at 17, Jewry-street, Minories, and also in Savage-gardens, Tower-hill. A statement of his accounts returns the following figures:—Creditors, £712; debtors, good, £386; ditto, doubtful, £427; bad, £280. At the time of the presentation of the petition the bakrupt was an immate of Whitecross-street Prison, but he afterwards obtained an order for release. On the last occasion the bankrupt was opposed by counsel for the assignee, when the examination was adjourned until this day in order that the bankrupt might make out the bills of costs due from debtors, and deliver them to the official assignee acting in the bankruptor. deliver them to the official assignee acting in the bankruptcy.

Some discussion ensued upon the point whether the former order had been sufficiently complied with.

Eventually an adjournment was ordered.

#### (Before Mr. Commissioner WINSLOW.)

(Before Mr. Commissioner Winslow.)

In RE James Beattie.—This was an adjourned sitting for examination and discharge.

Byles, for the assignees, Reed, for a creditor, and Griffiths, for the bankrupt.

Mr. Beattie was an attorney, residing at 39, Stanley-street, Islington. He was adjudicated a bankrupt upon his own petition, and the Court had ordered him to file cash and deficiency accounts for the sighteen months preceding the date of the bankrupte. and the Court had ordered him to file cash and deficiency accounts for the eighteen months preceding the date of the bankruptcy, and a special account of £1,000, Thompson's trust property, and the disposal of his Manera mining shares. The debts and liabilities are £4,843, of which £3,727, were unsecured against assets, debts good, £7; and property, £487.

Mr. Reed took several technical objections to the accounts filed. It appeared that the Manera shares had been purchased with his own monies and not with trust funds as he had alleged. Of the deficiency of £4,000 £48 only had been satisfactorily explained. After hearing Mr. Griffiths for the bankrupt, the Court ordered an adjournment for amended accounts.

#### COURT OF PROBATE.

#### March 20.

#### MOYE v. DOVER AND WATERS.

This was an application by the plaintiff in person for a re-hearing. On a former day he had moved the Court to have a will proved again, and, for this purpose, to have probate of a will, now deposited in the district registry at Norwich, called in on the ground that it had been fraudulently substituted for the will which was proved in solemn form before the Court. From matters brought by the plaintiff before this Court, the learned judge thought he made out a primd facie case of fraudulent substitution of an unproved document for the will which had been proved, and he required an answer by counter evidence. The defendants accordingly brought the evidence required, which satisfied the Court that the allegation of fraudulent substitution was unfounded. and the judge, accordingly, refused the motion. The plaintiff in moving for a re-hearing commented on some sages in the affidavits on both sides, and contended

that the Court ought, upon them, to re-open the inquiry. Sir J. P. WILDE.—When a document has been proved in solemn form it is not competent for the Court to revoke that decision merely because it may think that, upon the evidence, that decision is erroneous. There must be some special circumstances alleged and proved tending to show, not merely that the Court was mistaken in its decision, but that it was in some manner betrayed or deceived into making it. When I heard the plaintiff's case I thought there was some ground to believe his statement that the will proved had been fraudulently abstracted and another substituted for it. I, therefore, called on the other side for evidence to rebut the allegation. That evidence, however, fully satisfied me that the charge was totally unfounded. It may not have been sufficient to convince the plaintiff himself, but it has convinced me, and the Court must act on its own convictions. It is not, therefore, ia my power to disturb the decision to which the Court has already arrived.

#### COURT OF DIVORCE.

#### March 21.

#### POLYBANK & POLYBANK.

#### Divorce-Oustody of children.

This was a suit for judicial separation by the wife, on the ground of the husband's adultery.

Spinks and Pritchard, Drs., for the petitioner. Staveley Hill for the respondent.

The parties were married in 1853, and acts of adultery

by the husband were clearly proved.

No attempt was made to disprove the charge of adultery. Staveley Hill asked the Court, on behalf of the respondent, to order a child (a boy nine years of age) to be put to a school, and stated that the respondent was willing to pay the expenses attending thereon.

The Court granted the decree and gave the mother the custody of the child, but ordered him to be put to

school as suggested.

CITY OF DUBLIN SESSIONS.

(Before the Right Hon. F. Shaw, Recorder.)
THE QUEEN AT THE PROSECUTION OF THE POOR LAW COMMISSIONERS F. GEORGE LEGON.—Sidney, Q.C., appeared for

the prosecution.

The prisoner was undefended.

It appeared from the evidence that the guardians of the parish of St. George's, Hanover-square, London, had obtained a warrant for the removal of a woman, named Catherine Nevin, with her three children, that this was entrusted to a contractor named Frost, who employed the prisoner, by whom the family were brought to Dublin, and notwithstanding the order requiring them brought to Dublin, and notwithstanding the order requiring them to be taken to the union to which they appeared to be chargeable, he (Legon) there abandoned them. He was subsequently arrested in London, by acting inspector Dawson of the metropolitan force. The warrant for removal was proved by Mr. Leigh, of the Marlborough-street Police Court (London). The prisoner made a statement to the effect that the woman had left him, but produced no evidence. The jury brought in a verdict of guilty. Mr. Sidney called attention to the fact that in 1864 the prisoner had been convicted in Cork of a similar offence; and that Frost had, notwithstanding, continued to employ him in a like occupation.

like occupation

like occupation.

THE RECORDER, in passing sentence, adverted to the hardships such cases inflicted on the poor. The offence was a very serious one, and, having regard to the circumstances, he could do no less than inflict the full penalty of the law, namely, a fine of £10 or three month's imprisonment.

The prisoner asked to have the sentence dated from his committal; the learned Recorder refused to accede to the application.

#### REVIEW.

Railway Reform: Its Importance and Practicability con-sidered as affecting the Nation, the Shareholders, and the Government. By WILLIAM GALT. Longman. 1865.

For twenty years has Mr. Galt been lying in wait to agitate a subject on which he is no mean authority. The burlen of his theme is a proposition that the Government should den of his theme is a proposition that the Government should purchase all the railways now existing in the United Kingdom, and work them for the benefit of the public. The ground on which this is founded is an Act of Parliament passed in the session of 1844 (7 & 8 Vict. c. 85), which reserved to the Crown the right, after twenty-one years from the 1st of January next after the passing of any railway Act research in that or any them future session to purchase any sed in that or any then future session, to purchase any passed in that or any then future session, to purchase any such line upon payment of a sum equal to twenty-five years purchase of its annual divisible profits, estimated on an average of the three then next preceding years. This power cannot be exercised until Parliament has passed an Act authorising the guarantee or the levy of the purchase-money, and for determining, subject to certain conditions, the manner is the exercised. The rule in which the option of purchase is to be exercised. ways existing at the time of the passing of the Act are ex-pressly excluded from its provisions; but in case the Government should exercise its option of purchasing the branches of any then existing railway, the shareholders may require

them also to purchase the main line.

In his preface Mr. Galt attempts to combat two ideas said to prevail in the public mind with regard to railways. The one is that the charges on a railway must bear a certain proportion to the cost of its construction; and, as the cost proportion to the cost of its construction; and, as the cost of English railways was exceedingly heavy, so the charges by them under any system, according to popular opinion, must always be very great. The other is that if railways were the property of the State, they must necessarily be managed by Government, when there would be a great addition to its patronage and power, and the management might be still worse than it had been by the companies. With regard to the first "idea," if by a "certain proportion" is meant that in every railway the cost of travelling a mile must bear a certain proportion to the cost per mile of the original construction, we are prepared to agree with

him; but if the popular idea is that the cost of construction must enter into every calculation for the regulation of fars, it must be admitted that the popular idea is very nearly correct. Admitting, as Mr. Galt does, that low fares are calculated to increase traffic, and that large traffic admits of reduced fares, and that the same dividend may be obtained. from low as from high fares, it follows that the object is from low as from high lares, it lonows that the opject is attained by paying a good dividend on the capital of the company, which object merely paying the cost of working the line would not effect. In calculating charges, therefore, to be made for the carriage of passengers or goods on a rail-way, the cost of construction forms an element of some importance. For a certain portion of the public must per force travel, and must also use the railway for that purpose, its must always be possible to fix the fares so high as to make the line remunerative (putting out of sight the legislative restriction by way of maximum, because, if that be insufficiently the worked at all legislative restriction by way of maximum, because if that be insufficiently and the worked at all legislative restrictions. cient for the purpose, the line cannot be worked at all), and the only inducement which directors have to reduce fares below this maximum, is the hope of increased profits; but these profits are calculated on a capital measured to a great extent by the cost of construction. It must be recollected that if the same dividend is produced by a higher and a lower scale of fares, it is the interest of the company to charge the higher fares, because the difficulties of management are there by rendered less; whereas a public office would be bound, in

by rendered less; whereas a public office would be bound, in such case, to charge the lower fares.

With regard to the second "idea," Mr. Galt himself says, "It is scarcely necessary to observe that any scheme in regard to the possession of railways by the State that would involve the direct management by Government, or greatly increase its power or patronage, would never in this country receive the sanction of public opinion."

Had the proposition for the purchase of the railways by the State been made at a time when the Government had the proposition of warm received the sanction of trade, it is not reconceded.

monopoly of many profitable branches of trade, it is pos-sible that public opinion would have favoured its acquisition of the enormous amount of patronage connected with railways; but, at this time, when every such monopoly is abolished, except the Post Office, no measure which would give the Government at least a hundred thousand would give the Government at least a hundred thousand places to dispose of, would be likely to receive Parliamen-tary sanction. What, then, is Mr. Galt's proposition? It is that the Government should purchase the railways and work them, by means of the existing management, at the lowest possible fares, and apply the small profit accruing therefrom to relieve the revenue, in like manner as the Post Office is now certified. Office is now carried on.

For the details we must refer our readers to the volume

itself, which contains a large amount of useful information, calculated to guide the Legislature and the public to a full knowledge of this important subject:—
"Let us consider," says the author, "for a moment the load of railway taxation under which the country labours.
Last year it amounted to the enormous sum of thirty-one millions one hundred and fifty-six thousand three hundred and ninety seven pounds sterling; fully six millions in excess of the sum required to pay the whole of our National Debt, or more than five millions in excess of our customs duty, and, including the income tax, just equal to the half of all our other taxation combined. Twenty years ago our railway taxation amounted only to about five millions sterling; ten years ago it had increased to treble that sum; and since that time the annual increase per annum has been a million and a-half.

The number of miles open for traffic at the close of 1863 was 12,322, and the annual increase varies generally from was 12,022, and the annual increase varies generally roughly to 500 miles. But so far from there being any tendency towards a decline in the construction of railways, we find that they go on continually increasing; and in 1863 bills were passed for the construction of 790 miles, not to speak were passed for the construction of 790 miles, not to speak of a still greater number rejected. It is impossible, therefore, to form any estimate as to what amount our railway taxation will ultimately reach. It is very possible that, long before we have resched the end of the present century, our railway taxation will have fully equalled all our other taxation combined. Under these circumstances, it will be fully admitted that it is impossible to over-estimate the importance of a thorough investigation into this subject in all its bearings.

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"Objection may, perhaps, be taken to the term 'taxation' as applied to payments made to railway companies, on the ground of such payments being voluntary, but the same argument might be applied to all Government taxes.

We paid, last year, in postage, £3,600,000; but that was all in 'voluntary' payments. No one obliged us, in the first instance, to write letters; and, if we chose to write them, we were not compelled to send them by post—we might have forwarded them by special messenger. The absolute necessaries of life are untaxed; but tea, coffee, might have forwarded them by special messenger. The absolute necessaries of life are untaxed; but tea, coffee, sugar, malt, tobacco, spirits, and wine, however much they may add to our comfort and enjoyment, do not come within this category. The bulk of our indirect taxation is derived from the revenue produced by their consumption, and the payment therefore by us of that revenue, is altogether 'voluntary.' So in regard to railway companies, it may be said, and quite truly, that our payments to them are voluntary. That cannot be denied. If we require to travel, we an either walk, hire a carriage, or go by railway; and we take our choice accordingly. But as we agree to use the term 'taxation' in the payments we make to Government, we may, in the same sense, use it in those we make to railway companies. There is, however, a wide difference in the principles on which State taxation and railway taxation are founded, and their respective payments enforced, which we have already noticed, but shall have occasion to consider, in some detail, in these pages."

These arguments, founded on the comparison of one great monopoly with another, are not so apt as Mr. Galt seems to imagine. He proves far too much; for the fact that the payments for letters and for railway journeys are payments for services actually rendered, excludes both one and the other from the list of "taxes" in the sense Mr. Galt implies. But the argument is also quite unnecessary, for daily experience tells us we are suffering under the great monopoly possessed by the railway companies who receive our money and break their contracts with us, to an extent which plainly shows they are practically uncontrolled by superior power.

Whether the Legislature will do anything in the present session of Parliament towards carrying out the objects of the Act of 1844, remains to be seen. The commission appointed last session to inquire into the economical questions connected with our railway system, appears to have finished its labours without making any report, and w

nected with our railway system, appears to have finished its labours without making any report, and we may, perhaps, hear that the Government intend to commence experimentally with the Irish railways; but whatever may be done, there can be no doubt that Mr. Galt's work is replete with

there can be no doubt that Mr. Galt's work is replete with useful information for legislators and lawyers who desire to have the means of estimating the resources as well as the abuses of our railway system, and pointing out the direction legislation ought to take.

That Mr. Galt is riding his hobby is plain from a perusal of his book, but whatever may be his opinions and his bias, there can be very little dispute as to his facts, which by establishing the overcharges of the railway monopolists, call for a fundamental amendment in the system which supports

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#### COURTS.

COURT OF CHANCERY.

On Thursday morning Vice-Chancellor Wood stated that he was prepared to deliver judgment in Dent v. The Auction Mart Company (Limited), but as he knew the Lord Chancellor would in all probability, on Saturday (this day), give judgment in Yates v. Jack, he (the Vice-Chancellor) would defer the delivery of his judgment till Wednesday next, on which day he would sit at ten o'clock for the purpose only of making known what his decision was. Yesterday his making known what his decision was. Yesterday his Honour said he should sit after Wednesday, in Chambers, to hear opposed matters.

COURT OF COMMON PLEAS.

March 20.—Re — a bankrupt.—These were three applications to discharge a debtor out of custody on the ground that he had executed a deed of arrangement under the Bankruptcy Act.
Mr. Allen was counsel for the bankrupt.
The applications were opposed by Mr. Taylor, for the

detaining creditor.

The deed had been executed after the arrest, and Mr. Allen submitted that as it gave protection from arrest, it also gave protection against detention by a existing writ of ca. sa., and he founded his argument on the Bankraptcy Act, 1861, and also on the 112th section of the Act of 1849.

Mr. Taylor objected to the validity of the deed and discharge of the debtor under such a document.

Mr. Justice Willes suggested that on a deed executed after an arrest he had no power to release. The debts and costs should be brought into court.

Mr. Allen said the debtor by the deed had denuded him-

His Lordship refused to discharge on other terms, and made an order in the three cases that the defendant be discharged on bringing the debts and costs into court.

> CRICKHOWELL COUNTY COURT. (Before J. M. HERBERT, Esq., Judge.)

Feb. 7.—Hinckley and Others v. Williams and Another.

-This suit was instituted for administering a portion of the estate of the late John Hinckley, who died on the 30th day of July, 1863. The only question of importance raised had reference to the fund out of which the expenses of the sale of

certain property were primarily payable.

The material circumstances were as follows:—
The testator, by his will dated the 23rd day of April, 1863, devised to his executors thereinafter named, certain freehold property upon trust for sale, and, after payment of a constant of the consta freehold property upon trust for sale, and, after payment of all costs and expenses attending their executorship as should not be defrayed out of any other source, to pay and apply the proceeds thereof to and amongst his three brothers, George Hinckley, the plaintiff James Hinckley, and Robert Hinckley (since deceased), in equal shares and proportions.

The testator appointed the defendants executors, and they proceed the will on the 28th days of October 1863.

The testator appointed the defendants executors, and they proved the will on the 28th day of October, 1863.

The defendants possessed themselves of the personal estate, which was ample for the payment of the testator's debts and funeral and testamentary expenses, and the legacies bequeathed by his will, and all the costs and expenses of carrying the same into execution. They also sold the freehold property, and possessed themselves of the proceeds of such sale.

The said Robert Hinckley, by his will dated the 7th April, 1864, appointed the plaintiffs Mary Hinckley and William Davies his executors, who duly proved the same.

The defendants had not paid to the plaintiffs the shares of the proceeds of the sale of the said freehold property bequeathed to James Hinckley and Robert Hinckley respectively; and the plaintiffs prayed an account thereof.

queathed to James Hinckley and Robert Hinckley respectively; and the plaintiffs prayed an account thereof.

Mr. J. G. Price (solicitor), of Abergavenny, for plaintiffs.—

The facts are admitted.

The principal question is how the costs are to be borne.

These should be paid out of the general personal estate, which is sufficient for the purpose.

The plaintiffs are specific legatees of the proceeds of the real estate, and are entitled, as such, to their proceeds without payment of costs of administration. The testator intended that such costs only should fall on the realty, as could not be defrayed out of any other source. There are no such costs. are no such costs.

Mr. D. Thomas (solicitor), of Brecon, for the defendants.— The residuary estate will be reduced to a nominal sum if these costs be paid out of it. There is no specific devise of the real estate. The executors were to pay and apply "the proceeds;" these could only be obtained by a sale, and could not be banded over until the banded

proceeds;" these could only be obtained by a sale, and could not be handed over until they had paid the auctioneer.

Mr. J. G. Price in reply.—This is a specific bequest of the proceeds—proceeds here mean the purchase money—the contention of the defendants would require the words to be "net proceeds."

His Haraman

His Honour reserved judgment. March 6.—His Honour handed down the following written judgment.—I hereby certify that I am of opinion that the expenses incurred by the trustees in selling the real estate of the testator are payable out of the proceeds of the sale of the said real estate, and not out of the personal estate. Order accordingly.

ASSIZE INTELLIGENCE.

Western Circuit.

The commission for Cornwall was opened on Saturday, the 17th, at Bodmin, by Baron Channell. The calendar contains the names of forty prisoners, besides which there are three other prisoners to be tried. The cases are not generally of a serious character. The grand jury returned no bill against John Codyre for the murder of his wife. A boy aged eleven has been acquitted on a charge of manslaughter for shooting another lad of about the same age. Getting rid of the charge of murder, which would have taken some time to try, will shorten the assires, and probably enable the judges, with the assistance of Mr. Stock, Q.C., who will sit to try prisoners, to get through all the business before Thursday, the commission day at Taunton. WESTERN CIRCUIT.

#### GENERAL CORRESPONDENCE.

PREMIUM UPON ARTICLES.

Sir, -If you think it worth while, will you be so good as to insert in your next impression the following reply to "Inquirer :

by university men. March 19.

#### ARTICLED CLERK'S EXAMINATIONS.

Sir,—By section 5, 23 & 24 Vict. c. 127, power is given to the judges to make regulations for restricting the service under articles to four years, in the case of any person who has "passed an examination now or hereafter to be established in any of the universities," mentioned in the Act.

Have any such regulations been made at any time—and,

if so, is either the junior or senior local examination, conducted by the old universities, included in such regulations?

#### PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Friday, March 16.

THE LERDS BANKRUPTCY COURT.

Mr. FERRAND inquired of the Attorney-General whether h. FERRAND inquired of the Attorney-teneral whether the had seen any grounds for changing his opinion, expressed in this House on the 27th of June last, that Mr. Patrick Robert Welch should be suspended from the discharge of his duties as Registrar in the Leeds Bankruptcy Court pending his criminal prosecution for corrupt practices in obtaining, or attempting to obtain, a judicial appointment; if so, to be so obliging as to state them to the House; and whether, after the evidence taken before the select committee on the Leeds Bankruptcy Court, he was of opinion that Mr. John Fisher Miller is a fit and proper person to discharge the very responsible duties of Chief Registrar of the Court of Bank-

The Attorney-General said that his opinion had been expressed in the belief that the Lord Chancellor had power to suspend Mr. Welch, but on examining the Act of 1861, under which the appointment was made, he found that the office was held during good behaviour, subject to dismissal by the Lord Chancellor, by order, for some sufficient reason set forth in that order, so that it did not appear that the Lord forth in that order, so that it did not appear that the Lord Chancellor had any power of suspension. Mr. Welch was subject to a prosecution, which would be tried in one of her Majesty's courts, and it would be impossible to proceed against him under this clause on the same grounds. If it had been possible, he saw no reason to alter the opinion he had already expressed on the subject. Mr. Miller held office on the same terms as Mr. Welch, and speaking for the Lord Chancellor as well as for himself, he was of opinion that there was nothing in the report of the select committee that there was nothing in the report of the select committee on which it would be possible to found proceedings for the purpose of dismissing Mr. Miller from the office he held.

Monday, March 19.

COURT OF CHANCERY (IRELAND) BILL.

On the order of the day for the second reading of this

Sir F. Kelly, Q.C., appealed to the Government to refrain from proceeding at so late an hour with a bill of so important a character. He moved the adjournment of the debate.

Mr. Whitesider, Q.C., seconded the motion.

The House then divided-

For the adjournment of the debate ...... 55 Against it .....

Sir F. KELLY seconded the motion.

The ATTORNEY-GENERAL for IRELAND denied that this bill was a Government job. The bill was framed on the recommendation of a commission, who had been ap-

pointed to investigate the question as to whether the practice pointed to investigate the question as to whether the practice and procedure of the Court of Chancery in Ireland could be amended; and the commission included Lord Romilly, Mr. T. B. C. Smith, Lord Justice Blackburne, Chief Justice Monahan, Mr. Brewster, Mr. Napier, Vice-Chancellor Wood, and Sir Hugh Cairns. And when they were told that the bill contained 193 clauses, the noble lord must forget that the bill had been fully discussed in two previous sessions. There was only one material principle contained in the bill, and that was whether the office of Master in Chancery, which had long been abolished is Master in Chancery, which had long been abolished in England, should also be abolished in Ireland.

Mr. Whiteside acquitted the Attorney-General for Ireland of any desire to mislead the House, but he had not stated the real question that was before them. The House had determined last session that it was not necessary to create new judges in Ireland. The cost of the new procedure

would be half as much again as that of the present system.

The SOLICITOR-GENERAL for IRELAND said the bill rested not on the report of the commission only, but on the opinion of the whole of the Chancery bar in Ireland: There was but one opinion amongst the profession in Ireland on the subject of the bill. Every member of the equity bar whose opinion was worth having was in favour of the measure.

Mr. George, Q.C., supported the motion for adjourn-

ment.

Mr. S. B. Miller, Q.C., complained that the present bill ignored the two principle objects for which the Court of Chancery Commission was appointed—namely, the diminution of costs to suitors and the saving of public money.

The O'DONOGHUE supported the amendment. The second reading was postponed until Wednesday, 21st

LEGITIMACY DECLARATION, &c., BILL.

The COMMON SERJEANT postponed the second reading of this bill till Tuesday, the 10th April.

LAW OF LANDLORD AND TENANT IN IRELAND.

Mr. MAGUIRE asked the Attorney-General for Ireland whether it was the intention of the Government to introduce a bill for the improvement of the law of landlord and tenant in Ireland, and if so at what time such bill was likely to be

The ATTORNEY-GENERAL for IRELAND said that a measure for the improvement of the law of landlord and tenant in Ireland was in course of preparation; he expected to be able to introduce it shortly after Easter.

Tuesday, March 20.

INNS OF COURT GOVERNMENT BILL.

Sir G. Bowyer obtained leave (with the assent of the Attorney-General) to introduce a bill to enable the benchers of the Inns of Court to appoint judicial committees in certain cases, and to give the necessary powers to such com-

THE PROPOSED NEW LAW COURTS.

Mr. M. Torrens inquired of the president of the Board of Works whether the board would take possession of the land required for the new law courts during the present year; whether it would be taken possession of gradually; and if so, what portion would be taken during the vear.

year; whether it would be taken possession of graquany; and if so, what portion would be taken during the year.

Mr. Cowper replied that it would depend upon the progress of the negotiations. For a portion of the property those negotiations were nearly concluded, but possession of the land could hardly be obtained within a year from the present time. Instructions had been given to take every care to render the removal of the tenants as little inconvenient as possible.

Thursday, March 22.

Mr. C. Bentinck moved that in the opinion of the House it is not expedient that the competition for the building of the new courts of justice should be limited to six architects

the new courts of justice should be limited to six archicers only.

Mr. B. Hope supported the motion.

Mr. Cowper said that the arrangement which had been made had been settled by Act of Parliament, and he hoped that the motion would not be pressed. He pointed out the difficulty of obtaining architects of the first eminence to to compete for a work of this kind.

Sir G. Bowyer insisted that, in order to secure an adequate competition, there ought to be more than six candidates.

Mr. Tite, speaking strongly in favour of competition, pro-fessed an opinion that the number of candidates was far too

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COURT PAPERS.

QUEEN'S BENCH. Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Easter Term, 1866.

IN TERM. Middlesex.

1st sitting, Tuesday, April 17 | 3rd sitting, Tuesday, May 1 2nd ,, Tuesday, ,, 24 | 2nd ,, There will not be any sittings during Term in London.

AFTER TERM.

London. Wednesday.....May 9 Saturday ......May 12

The Court will sit at 10 o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir WILLIAM ERLE, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Easter Term, 1866.

IN TERM. Middlesex.

The Court will not sit in London during Term.

AFTER TERM.

London. May 11 Middlesex. Wednesday....

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Easter Term, 1866.

IN TERM. Middlesex.

1st sitting, Tuesday, April 17 | 3rd sitting, Monday, April 30 2nd ,, Monday, ,, 23 | The Court will not sit in London during Term.

AFTER TERM. Middlesex. Wednesday......May 9 Friday......May 11
The Court will sit during and after Term at 10 o'clock.
The Court will sit in Middlesex, in Term, by adjournment

from day to day, until the causes entered for the respective Middlesex sittings are disposed of.

#### CHANCERY SITTINGS. EASTER TERM, 1866.

LORD CHANCELLOR. Westminster.
Mon...April 16..App.mtns & apps. Lincoln's Inn.

Tuesday ... 17. Appeals. Apps. ip bkcy. & apps. Thursday ... 19. App. mtns. & apps. Friday ... 20 Saturday ... 21 Monday ... 23 Tuesday ... 24 Appeals. Tuesday ... 24 Appeals. Tuesday ... 24 Appeals.

Wednesday ..24 Apps. in bkey. & Thursday ..26 Apps. mtns, & apps. Friday.....27 Saturday ..28 Monday ....30 Appeals. Tues. ..May 1

Tues. . May 1)
Wednesday 2 { apps. in bkcy. & apps.
Thursday . 2, Arp. mtns. & apps.
Friday . 4 } Appeals.
Saturday . 5 Monday . 7, Petns. & appeals.
Tuesday . 8 . App. mtns. & apps

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

limited to secure a probability of obtaining the best architect for the purpose. Unless this was done, it would be much better for the Government to select the architect, and leave the responsibility in his hands.

Mr. LOCKE was for entirely open competition of all the architects who might choose to compete.

The ATTORNEY-GENERAL pointed out that while it was desirable that the new courts should, as a building, be an ornament to the metropolis, it should be remembered that ornament to the metropolis, it should be remembered that the main object to be attained was due convenience and use for the administration of justice. He stated that the commission which had been appointed to superintend the building of the courts had decided on the internal arrangements which the architect would have in the main to carry out. In order to this it was necessary that the competitors should have access to the existing courts and legal offices, in order to muld their plans to the special requirements of the order to mould their plans to the special requirements of the buildings, and this could not be done if two or three hundred

buildings, and this could not be done if two or three hundred architects were to be allowed to compete. The limitation of number was the result of a resolution of the commission.

Mr. Henley was not convinced by all he had heard that the Government had not taken the worst course. They should have either appointed their own architect, or thrown the choice open to general competition; whereas, as it was, there could be no responsibility anywhere.

The House divided—

For Mr. Bentinck's motion ...... 101 For Government...... 70

The motion was accordingly carried.

#### SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 20th March inst., Mr. Addison in the chair, the following question was discussed:—"Is the finder of a purse in a railway carriage entitled to retain it against the Company?"—The Great Western and Metropolitan Railway Company v. Emanuel, Times Newspaper of 8th Feb. 1866; Armory v. Delamirie, 1 Sm. L. C. 301. The question was opened on the affirmative side by Mr. Kenrick, and on the negative side by Mr. C. P. Amos; and, was ultimately decided in the affirmative by a large majority.

#### LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

The elementary works, in addition to book-keeping (mercantile), selected for the intermediate examination for the year 1866, are-

Williams on the Principles of the Law of Real Property.

Sixth edition, 1862.\*

Sixth edition. 1862.\*

Chitty on Contracts, chapters I and 3, with the exception, in chapter 3, of section 1, relating to contracts respecting real property. Any edition published in or after 1850.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry. Candidates are required by the judges' orders to give to the Incorporated Law Society one calendar month's notice thefore the commencement of the term in which they desire to be examined. Candidates are also required to leave their to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such term, together with answers to the questions as to due

service and conduct up to that time.

Candidates may be examined either in the term in which one-half of their term of service will expire, or in one of the two terms next before, or one of the two terms next after, one-half of the term of service under their articles.

The examinations are held in the Hall of the Incorporated Law Society, Chancery-lane, London.

\* In consequence of the 6th edition being out of print, the council have requested the examiners to frame their questions from such portions of the work as are common to the sixth and seventh editions. It forms or Nortes.

Notice is hereby given that A. B., of —, who is new under, articles of clerkship to C. D., of — for, who has served under articles of clerkship to E. F., or, as the case may be], intends to apply in — term mext for intermediate examination.

Dated the —— day of ——, 18—.

presented and copies left with the Tuesday .... 8 { Mtns., adj. sums., & gen. pa. presented and copies left with the Secretary, on or before the Thurs-day preceding the Saturday on which it is intended they should be heard; and any causes in-tended to be hoard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard. N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard. V. C. SIR JOHN STUART. Westminster.
Mon...April 16..Motions. LORDS USTICES Westminster.

Mon. . . April 16. . Appeal motions. Saturday . 31 Appeals. Monday ... 23 | Appeaus.

Apps from the Co.
Tuesday ... 24 | Apps from the Co.
Lappa
Wednesday .25 ... Appeals.
Thursday ... 26 | App.
Friday ... 27 | App.
Petins. in lunacy.
Apps.
Baturday ... 28 | Apps.
Baturday ... 28 N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard. No cause, motion for decree. Friday .... 4 rns. in lunacy, pp. ptns., and apps. paper to be so neard.

to cause, motion for decree, or
further consideration, except by
order of the Court, may be
marked to stand over, if it shall
be within 12 of the last cause or Saturday 5 Appeals.
Monday 7 Appeals.
Tuesday 8 App. mtns. & apps. nesday . S. App. mens. a appe-force.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted NOTICE .matter in the printed paper of the day for hearing. V. C. SIR W. P. WOOD. Westminster. Mon... April 16.. Motions. V. C. SIR R. T. KINDERSLEY. Lincoln's Inn. Westminster.
Mon. ..April 1..Motions. Tuesday ... 17 General paper.
Wednesday 18 General paper.
Thursday ... 19 ... Mtns. & gen. pa.
Friday ... 20 ... General paper. Lincoln's Inn. Tuesday .... 17 General paper. Friday.....20...General paper.

(Pins., sht. caus.,
Saturday ..21 adj. sums., and
general paper. Wednesday...18
Thursday ...19
Mrns. adj. sums.,
& gen. pa.
Friday....20
Frins., adj. sums.,
& general paper.
Saturday ...94
Sht. causes, adj.
Monday...23
Monday...23 general paper.

Monday ... 23
Tuesday ... 24
General paper.
Wednesday .25
Thursday ... 26. Mtns. & gen. pa.
Friday ... 27 ... General paper.
Fetna, sht. caus.,
Saturday ... 28
adj. sums. and
general paper. Monday ....23 Tuesday ....24 Wednesday 25 Thursday ...26 | Mtns., adj. sums., & gen. ps.
Friday ....27 | Petns., adj. sums., & general paper.
Saturday ...28 | Sht. causes, adj.
Sums., & gen. pa. Monday ....30
Tues. ...May 1
General paper.
Wednesday. 2
Thursday ... 3. Mtns. & gen. pa.
Friday ... 4. General paper. Friday ... 4. General paper.

[Pins., sht. caus.,
Saturday . 5 adj sums., and
[general paper.
Monday ... 7. General paper.
Tuesday ... 8. Mins. & gen. pa.
N.B.—Any causes intended to be
heard as short causes must be
so marked at least one clear day
before the same can be put in the
paper to be so heard. Monday .... 30 Tues. .. May 1 Wednesday.. 2

#### PUBLIC COMPANIES.

#### ENGLISH FUNDS AND RAILWAY STOCK. LAST QUOTATION, March 22, 1866.

[From the Official List of the actual business transacted.] GOVERNMENT FUNDS.

3 per Cent. Consols, 87 Ditto for Account, Ap. 5-87‡ 3 per Cent Reduced, 82 5 sev 3 per Cent., 84‡ 50. 34 per Cent., 941, '94 -Do. 24 per Cent., Jan. '94 -Do. 5 per Cent., Jan. '73 -Annuities, Jan. '80 -

Wednesday. 2)
Thursday. 3 | Mtns., adj. sums., | & gen. ps. | & gen. p

Annuities, April, '85
Fo. (Red Sea T.) Aug. 1908 —
Ex Bills, E1000, 3 per Ct. 4 dis
Ditto, £500, Do. — dis
Ditto, £500, Eo. — dis
Bank of England Stock, 5½ per
Ct. (nat half-year)
Ditto for Account, —

#### INDIAN GOVERNMENT SECURITIES.

India Stock, 10å p Ct. Apr. '74
Ditto for Account, —
Ditto s per Cent. July, '76, 102å
Ditto for Account, —
Ditto 4 per Cent., Oct. '88
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent., —

Ind. Enf. Pr., 5 p C., Jan. '72 102 Ditto, 54 per Cent., May, '79 Ditto' Debentures, per Cent., April, '64 — Do. Do., 5 per Cent., Aug. '66, 101 Do. Bonds, 4 per Ct. £1000, — pm Ditto, ditto, under £1000, — pm

#### RATIWAY STOCK

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	99xd
Stock	Caledonian	100	132
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	40
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	1234
Stock	Do., A Stock*	100	139
Stock	Great Southern and Western of Ireland		91
Stock	Great Western-Original	100	594 xd
Stock	Do., West Midland-Oxford		41 xd
Stock	Do., doNewport	100	36 xd
Stock	Do., do.—Hereford	100	102 xd
Stock	Lancashire and Yorkshire	100	1204
Stock	London and Blackwall	100	88
Stock	London, Brighton, and South Coast		96
Stock	London, Chatham, and Dover	100	39
Stock	London and North-Western	100	1214
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln		64
Stock	Metropolitan		133
10	Do., New	£4.10	
Stock	Midland	100	27 pm
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	594
Stock	North London	100	124
10		5	124
Stock	Do., 1864	100	76
Stock	Scottish Central		152
Stock	South Devon		53
Stock			
Stock	South-Eastern	100	744 xd.
10	Taff Vale		
Stock	.Do., C	3	34 pm
	Vale of Neath	100	102 xd.
Stock	West Cornwall	100	53

\* A receives no dividend until 6 per cent. has been paid to B,

#### MONEY MARKET AND CITY INTELLIGENCE.

The weekly return of the Bank of England, issued on the 22nd, indicates an increase beyond the returns for the preceding week in the following items, viz., circulation, public deposits (£24,625), other securities, bullion, and rest. But, though the bullion and reserve are both in excess of the research in the second of the research of the second of t of the preceding returns, the banking department is slightly weaker, owing to an increase in the private deposits having enlarged the liabilities of this department. The liabilities of the issue department have also been increased by an addition to the circulation. These variations, however, are not important; and it is expected that the bank will lower the rate of discount the protection.

The Bank of France has lowered its rate to 3 per cent. The announcement of this on Thursday carried a general rally in prices to a slight extent. Consols after regular hours rallied from

announcement of this on Inursday carried a general rally in prices to a slight extent. Consols after regular hours rallied from 863 to 873.

All the markets have recently experienced much suppression in consequence of political apprehensions respecting the affairs of Germany and the alleged intentions of the Fenians upon Canada. The sensitiveness that has arisen respecting the fortunes of the finance companies, owing to the unhappy fate of the Joint Stock Discount Company still continues. The Times seems to think that these companies, have their best foot foremost; but there really appears to be no ground for alarm respecting these companies generally, since the fate of the Joint Stock Discount Company has been owing to causes which, it is probable, have no especial relation to finance companies. Mismanagement and extravagance will ruin empires as well as companies. But if the finance companies adopt extra precaution, warned by the fate of the Joint Stock Discount Company, that unhappy association will have done the interests of finance companies generally more good than harm.

The demand for money has been moderate, though tending slightly to increase. At the Bank, after the separation of the weekly Court, the demand became brisk. Persons requiring accommodation had, probably, been postponing their applications

accommodation had, probably, been postponing their applications until the meeting of the Court, when the rate of discount might be reduced. In Lombard-street the terms for the best bills were

51 to 6 per cent.

Law reformers ought to turn their attention to the ventilation of the London law courts, the air of which, according to Dr. Angus Smith, is worse than that of any mills or workshops. One specimen was exactly the same as the average found in the current of galleries in metalliferous mines, and the specimen from the lantern of another court was nearly the same as the air found close to the shafts of the same mine. The moisture of perspiration on the window, several ounces of which were obtained, was putrifying. No wonder that in such a thick air there should be a difficulty in having clear definitions. Oxidation is needed for the one, as codification for the other, and, though Blackstone says that custom is the life of the common law, it does not necessarily follow that a bad custom should be the breath of the lawyer. Law reformers ought to turn their attention to the ventilation of the lawyer.

# COURT OF CHANCERY.

SUMMARY OF THE PROCEEDINGS IN THE CHAMBERS OF THE MASTER OF THE ROLLS AND OF THE VICE CHANCELLORS IN THE YEAR ENDING THE 1ST DAY OF NOVEMBER, 1865.

[Compiled from Returns made to Her Majesty's Government for insertion in the "Judicial Statistics" of the above years.]

	TOTAL OF	TOTAL OF ALL THE CHAM-	MARTER	Мантин от тип Волла.	<b>Узск-Си</b>	VICE-CHANCELLOR KIN-	Vice-Caase	ANCELLOR STUART.	Vica-Caas	VICE-CHANCELLOR WOOD.
NATURE OF PROCEEDINGS.	Number.	Amount.	Number.	Amount.	Number.	Amount.	Number.	Amount.	Number.	Amount
	1868.	1865.	1865.	1865.	1865.	1865.	1865.	1865,	1865.	1865.
Number issued of Summonses to originate Proceedings, viz	-	80		F		*		£		10
For the Administration of Estates	453	::	200	**	66	•	114		73	***
Under the Charitable Trusts Acts	7	•••	6	***	•	•	1	***	:	***
For the Appointment of Guardians and Maintenance of Infants	145	:	64	:	36	:	29	:	16	
For other purposes	161	::	84	***	6	:	51	***	20	•
Number issued of Summonses, not being Summonses to originate	10 000									
Number of Orders made	18,623	:	6,731	:	8,233	:	4,204	***	5,455	
Of the Class drawn my by the Registrana	7.028		9 694		1 024		1.844		1 898	
Of the Class drawn up in Chambers	6,863	: :	1,614		1,365	: :	1,137	: :	2,747	
Number of Orders brought into Chambers for prosecution, other										
than orders for winding up Companies	1,806	:	762	:	228	:	486	:	330	**
Number of Orders brought into Chambers for winding up Companies	63	:	68	***	10	::	90	:	11	***
Number of Advertisements issued	176	:	420	:	147	***	233	:	171	:
Number of Debt casined and adjudiented on	0,401	0 696 500	2,223	1 611 000	2,400	1 200 500	1,120	900 000	030	195 000
Number of Accounts nessed, other than Receiver's Accounts	1.241	0,040,000	425	1,011,000	161	T,000,000	432	200,000	223	000,00E
Amount of Receipts therein		6,535,500	: 1	2,546,000		1,303,500	: :	1,632,500	:	1,053,000
Amount of Disbursements and Allowances therein	::	5,994,000	:	2,313,500	:	1,254,000	:	1,563,000	::	863,000
Number of Receivers' Accounts passed	500	0 117 000	612	4 44	TUS	200	Ter	000 000	88	***************************************
Amount of Dishursements and Allowances therein	:	1,908,500		1,115,000	:	246,500	:	245,500	•••	322,500
Number of Sales of Estates under Orders of Court	715		342		100		166		107	
Amount realized by Sales of Estates		1,747,000	:	741,500	:	116,000	***	427,500	:	462,000
Number of Purchases of Estates under Orders of Court	123	:	40		23	:	26	:	34	:
by the Conveyancing Counsel	361	•	142	:	34	:	110	:	75	:
Number of Certificates filed	2,307	::	879		316	:	642	:	470	***
Number of Contributories included in Lists of Contributories	1,447	:	1,053	:	331		21	:	42	:
Number of Contributories excluded from Lists of Contributories.	213		126	::	85		:	:	60	
Amount of Calls made under Orders for winding up Companies	:	2,310,500	:	220,500	. :	776,500		:	:	1,313,000
otherwise) disposed of	46,996	:	17,876	:	7,741	:	10,823	:	10,556	
Number of Orders under which Accounts and Inquiries were										obs of
pending at date of return	2,990	:	1,606	:	200	:	430	:	569	
Amount of Fees collected in Chambers by Stamps	1/0	11,500	101	4,000	: 00	1,500	: .	2,500	: 00	2,500
						•				,

Norr. - Broken sums less than £400 are omitted altogether, if greater than £400 are treated as £500.

866.

g Prices.
92xd
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#### ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

March 16 .- By Mr. W. B. SNELLING, in conjunction with Mr. F. J.

March 16.—By Mr. W. B. SNELLING, in conjunction with Mr. F. J. SHAFP.

Absolute reversion to £14,333 6s. 8d. Three per Cent. Consols, expectant on the decease of a lady, aged 66 years—Sold for £9,400.

Absolute reversion to one-fifth of £15,000 Three per Cent. Annuities, payable on the decease of the survivor of a lady and gentleman, aged 16 and 65 years—Sold for £1,20.

Contingent reversion to one-fifth of £50,000 Three per Cent. Consols, expectant on the decease of a lady, aged 66 years, provided a gentleman, aged 34, survives her; also two policies of assurance for £5,500 and £1,200 in the English and Scottish Law Life Office, payable on the death of the aforesaid gentleman in the lifetime of the aforesaid lady—Sold for £3,900. 27,000 and 21,000 in the English and Scottan Law Lie Olice, physicalle and each of the aforesaid gentleman in the lifetime of the aforesaid lady—Sold for £3,900. besolute reversion to one-fifth of £19,400 Three per Cent. Reduced Annutties, expectant on the death of a lady, aged 66 years—Sold for

£1,910.
Absolute reversion to one-sixth of £5,000 Three per Cent. Consols, payable on the decease of a lady, aged 59 years; ditto to one-sixth of £1,800 Three per Cent. Consols, payable on the decease of a lady, aged 50 years; also ditto to one-sixth of £1,800 Three per Cent. Consols, payable on the decease of a lady, aged 61 years—Sold

for £490

for £490. besolute Reversion to one-eighth of £1,432 8s. Three per Cent. Consols, expectant on the death of a lady, aged 69 years; also a reversionary interest in one-eighth part of the net moneys to arise from the sale of a residence, garden, and stabling, situate in Burlington-street South, Ipswich, on the death of the same lady; also a legacy of £75, payable on the death of the same lady—Sold for £130.

Freehold, 5 residences, being Nos. 2 to 6, Essex-street, Forest Gate, producing £120 per annum—Sold for £1,100.

By Messrs. HUMPHER'S & Son.
Freehold, warehouse premises, houses and shops, being No. 3,
Sandy's-row, and 17 to 19, Widegate-street, Bishopsgate-street
Within-Sold for £4,2"0.

Whith—Sold nor 24,20.

March 21.—By Messrs. Furner & Price.

Absolute reversion to £1,120 Consols, payable on the death of a lady in her 89th year—Sold for £700.

Freehold, 2 houses with shops, being No. 12, Dean-street, and No. 29, Eagle street, Holborn, let on lease at £6i per annum.—Sold for

By Mr. A. Boots.

Leasehold residence, being No. 254, Camden-road, let at £110 per annum; term, 96 years from 1849, at £7 10s. per annum—Sold for

for £85.

easehold, 3 houses, being Nos. 43 to 45. Augustus-street, Cumberland-market, producing £88 per annum; term, 18 years unexpired, at £37 4s. per annum-Sold for £355.

easehold mansion, being No. 33, Bloomsbury-square, let at £130 per annum; term, 80 years from 1859, at £60 per annum—Sold for £860.

Leasehold estate, being in Brandon-street and Swan Mead, Ber-mondaey New-road, comprising a whiting manufactory, also a yard and stabling and 13 cottages adjoining, estimated annual value £338 fcs.—Sold for £2,625.

#### AT THE LONDON TAVERN.

March 15.—By Messrs. BRADEL.

The advowson and perpetual right of presentation to the vicarage of Threesington, Lelcestershire—Sold for £2,250.

Thrussing ton, Lelcestershire—Sold for £2,250.

March 16.—By Messes, Norrow & Taist.

The advowson to the rectory of Sutton, Surrey—Sold for £3,500.

Freshold residence, being No. 29, Highbury-grove—Sold for £2,550.

Freshold residence, known as Ellington House, Ramsgate, with stable, coach-house, grounds and paddocks, £0., containing about 12 across—Sold for £4,500.

Freshold plot of building land, situate as above, containing 3a 17 259—Sold for £1,100.

Freeh

rechold pict of building land, situate as above, containing 3a ir 34p — Sold for £1,106.

— Sold for £1,106.

As ir 29p, situate as Barnagate, Kent—Sold for £1,510.

Building as Barnagate, Kent—Sold for £1,510.

Building land, situate as above—Sold for

£7,559.
FreeLold. 4a 1r24p of building land, situate as above—Sold for £780.

March 21.—By Messra, Davis, Saria, Sos, & Oaker,
Life interest of a gentleman, aged 41 years, in £4,000 Consols, together with the absolute reversionary interest at the death of a
lady in her 6th year in freehold house property situate at Streatham, Surrey, vix., 3 residences producing £135 per annum, also 3
cottages adjoining, and a house property.

The reversion to 2 copyhold houses on the Croydon-road, producing £81 10s. per annum, at the death of a lady in her 65th year.—Sold

The refersion to a copyhold tenement fronting Baker's-lane, near the above, let at £5 per annum, at the death of the above ludy-Sold

The reversion to about 64 acres of meadow land, known as Burnt Meadow, let at £9 9s. per annum, at the death of the above lady— Sold for £286.

#### BIRTHS, MARRIAGES, AND DEATHS.

RIPTHS

CHAMBERS—On March 17, at Colville-gardens, Kensington-park, the wife of J. W. Chambers, Eq., Barrister-at-Law, of a son. NORGATE—On March 20, at East Dereham, Norfolk, the wife of Charles B. L. Norgate, Esq., Solicitor, of a son. POLLOCK—On March 18, at Windmill-hill, Hampstead, the wife of A. A. Follock, Esq., Solicitor, of a son.

MARRIAGES

MARRIAGES.

FETHERSTONHAUGH—BROTECHE—On March 20, at St. Botolph's, Aldgate, Edward, son of G. Fetherstonhaugh, Esq., Solicitor, Dublin, to Helena F., daughter of the late Captain Brotechie, Harbour Master, Victoria, Vancouver's Island.

HANNAM—GUDGE—On March 15, at the Parish Church, St. Mary-les Bone, Edward J., eldest son of E. Hannam, Esq., Brightou, to Jane E. M., daughter of the late J. W. Gndge, Esq., Barrister-allaw, Inner Tetuple.

THORNBURN—LYCETT—On March 20, at the Parish Church, Searborough, W. Thornburn, Esq., Pap Castle, Camberland, to Mary E., daughter of J. Lycett, Esq., M.D., Scarborough.

DEATHS.

BARTLEET-On March 11, W. S. Bartleet, Esq., Solicitor, Birming. ham, aged 39.

FINCH—On Feb. 11, at Boulogne-sur-Mer, G. W. Finch, Esq., Sollci-

FINCH—OR FOR. 11, at BOARDENET ARC; A. W. T. A. S. Green, Clerk to F. Kent, Esq., Solicitor, Cannon-street West, City.

MORGAN—On March 20, the wife of C. Morgan, Esq., Solicitor, of

MORGAN—On March 18, and Hude-park-square, the Hon. Mrs. Romilly, wife of the Hon. E. Romilly, Barrister at-Law, aged 23.

#### UNCLAIMED STOCK IN THE BANK OF ENGLAND.

amount of Stock heretofore standing in the following Names will be tred to the Parties claiming the same, unless other Claimants appear within Three Months:

within Three Months:—

Cooper, Thomas, Esq., Tanstall, Staffordshire, £100 Consolidated £3 per Cent. Annuities—Claimed by said T. Cooper.

Murray, Sir John Archinald, one of the Senators of the College of Justice, Edinburgh. £2.000 New £3 per Cent. Annuities—Claimed by J. H. Burton, and L. Thomson, the surviving substituted executors of Sir J. A. Murray, deceased.

Manny. Richard, Esq., Prospect-place, Wandsworth-road, deceased.

£76 10s. New £3 per Cent. Annuities—Claimed by W. Skelton and H. Anderson, the surviving executors.

OLDARER, ENGUND WELLS, Esq., Pershore, Worcester, Solicitor, trustee to the Rev. F. Gauntlett. rector of Fladbury, Worcester, and his successors. £104 19s. 10d. Consolidated £3 per Cent. Annuities—Claimed by E. W. Oldaker.

Prooff, Rev. George Coravios Smyth, Kingston Seymour, Somerset, £271s. 5d. Now £3 per Cent. Annuities—Claimed by Rev. G. O. S. Pigott.

Pigott.

AGLAN, THE RIGHT HON. FITTHOY JAMES HENRY SOMERSET, BAYON, deceased. £4:123 12s. 2d. Consolidated £3 per Ceut. Annuities—Claimed by the Right Hon. E. H. Baroness Raglan, widow, and Hon. R. Dundas, the surviving executors.

#### LONDON GAZETTES.

#### Minding-up of Joint Stock Companies.

FRIDAY, March 16, 1866.

FRIDAT, March 16, 1866.
LIMITED IS CLANCERY.

Dutch Tramway Company (Limited).— Vice-Chancellor Wood has, by an order dated March 13, appointed Hy Croysdill, Old Jewry-chanbers, to be official liquidator. Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims.

Hill Pottery Company (Limited).—Petition for winding up, presented March 13, to be heard before the Master of the Rolls on March 24.

Bell, Abchurch-lane, solicitor for the petitioners.

TUESDAY, March 20, 1866.

PICEDAY, MARCH 29, 1866.

HINTER IN CHANGES A.

GUINTEL AND CHANGES A.

GUINTE

at 3, is appointed for hearing and adjudicating upon relatins.

Financial Corporation (Limited).—Petition for winding up, presented March 17, to be heard before the Mast x of the Rolls on April 21.

Flux & Argles, East India-avenue, solicitors for the petitioners. Humber from Works and Ship Building Company (Limited).—Order to wind up, made by the Master of the Rolls, dated March 13. John Geo Thos Child, King-st, Manch, official liquidator. Thomas & Hallams, Mincing-lane, solicitors for the petitioner. Joint Stock Discount Company (Limited).—Petition for winding up, presented to the Master of the Rolls on March 9, withdrawn on March 17. Lumley & Lumley, Moorgate-at, solicitors for the petitioner.

tioner.
National Horse Insurance Company (Limited).—Order to wind up,
made by the Master of the Rolls, dated March 10. Perrin, New-inn,
Strand, solicitor for the petitioner.

#### Friendly Societies Dissolbed.

FRIDAY, March 16, 1866.

British Engineers' Benefit Society, Grange-ter, Blue Anchor-rd, Ber-March 12.

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St. Paul's Benefit Friendly Society, Pine Apple Tavern, Park-rd, Lpool. March 12. Pear Tree Lodge, Times Inn, Southwick, Durham. March 13. Tuespay, March 20, 1866.

TUESDAY, March 20, 1866.
United Britons Benefit Society, General Havelock Tavern, Princesrd, Plumstead, Kent. March 15.
Onecote Friendly Society, Dog and Partridge Inn, Onecote, Stafford.
March 15.

March 15.

Female Friendly Society, National School, Stoke-on-Trent. March 10.

#### Creditors under Estates in Chancerp.

Last Day of Proof. FRIDAY, March 16, 1866.

FRIDAY, March 16, 1866.

Barns, Ann, Coventry, Warwick, Spinster. April 16. Re Barns, M. R. Harding, Jas, Wellington-rd, Kentish-town, Stonemason. April 9. Pennell e Daviscon, V. C. Wood.

Hughes, Maria, Old Windsor, Berks, Spinster. April 13. Wynne e Bois, M.R.

Hørretk, Alex Fredk, Gravesend, Kent, Bank Manager. April 13. Redgrave e Merrett, V. C. Kindersley.

Nichols, Wm, South-villas, Campden-hill, Middx. April 12. Davies e Robinson, V. C. Starte.

Parkes, Algernon, Florence, Italy, Esq. May 1. Parkes e Twamley, V. C. Kindersley.

Price, Catherine, Brighton, Sussex, Spinster. April 16. Sotheran e Smear, V. C. Stuart.

Eobertson, Anne Phillips, Eglington-villas, Kilburn, Widow. April 12. Tunaley e Robertson, M.R.

Tempest, Sir Chas Robt, Broughton Hall, York, Bart. April 16. Fleming e Lord Camoys, M.R.

Thompson, Ann. Morpeth, Northumberland, Widow. April 9. Carr e Buchanan, M. R.

Thomson, Anna Isabella, Heritage-villas, Richmond. April 6. Barrett e Thomson, Anna Isabella, Heritage-villas, Richmond. April 6. Barrett e Thomson, V. C. Stuart.

TUESDAY, March 20, 1866.

Bennett, John, Kingston-upon-Hull, Gent. April 14. Bennett \* Gill, V. C. Wood. Church, John, Roxton, Bedford, Farmer. April 9. Scruby \* Clark, Church, John, Roxton, Bedford, Farmer. April 9. Scruby • Clark, M. R.
Clowes, Ellis, Esq. Inverness-ter, Hyde park. April 20. Nash • Clowes, V. C. Stuart.
Cowling, Nashan, Leeds, Woollen Cloth Merchant, April 12. Cowling • Sagar, M. R.
Craven, John, Gt Garden-st, Whitechapel, Gent. April 14. Price • Craven, John, Gt Garden-st, Whitechapel, Gent. April 14. Price • Craven, V. C. Wood.
Fenton, John, Fishguard, Pembroke, Esq. April 19. Champion • Fenton, V. C. Stuart.
Feld, Robt, Eckington, Derby, Gent. April 14. Cadman • Wright, V. C. Wood.
Gilbert, Luke, jun, Westbromwich, Stafford, Shopkoeper. April 14. Hassall • Gilbert, V. C. Stuart.
Fearson, Joseph, Hawk Cottage, Old Brompton, Licensed Victualler.
April 15. Fearson • Hullah, V. C. Kindersley.
Summer, Wm, Birm, Gent. April 9. Sharp • Sumner, M. R.
Vaughan, Philip, Aberystwith, Cardigan, Gent. April 20. Vaughan
• Vaughan, V. C. Kindersley.
Wynn, Rev Simon Hart, Burgh-on-Bane, Lincoln, Clerk. April 23.
Kirkby • Philips, V. C. Stuart. M. R

#### Ereditors under 22 & 23 Fict. cap. 35.

Last Day of Claim. FRIDAY, March 16, 1866.

Fairlar, March 16, 1866.

Andrews, Wm. Esq. Brighton, Sussex. May 1. De Jersey & Co, Gresham-st West.

Benjafield, Benj, Duncannon-st, Charing-cross, Licensed Victualler.

May 1. King & McMillin, Bloomsbury-sq.

Burford, Edwin Wm Tapley, Sheppy, Kent, Farmer. April 23. Eyre & Lawson, John-st, Bedford row.

Cooking, Mary, Bearsted, Kent, Widow. May 1. Scudamore & Brennan, Maidstone.

Hare, John, Hughenden, Bucks, Farmer. May 14. Marshall, High Wycombe.

Hare, John, Hughenden, Bucks, Farmer. May 14. Marshall, High Wycombe.
Hastings, Riis, Selhurst-park-ter, South Norwood, Spinster. June 24.
E. & F. Bannister & Fache, John-st, Bedford row.
Hyde, Fredk Augustus, Castle-st, Long-acre, Gent. April 24. Stuart & Baly, Gray's-inn-sq.
& Baly, Gray's-inn-sq.
& Baly, Gray's-inn-sq.
& Tayler, Fenchurch-st.
McWhinnie & Chabot, Brighton, Sussex.
Parker, Rev Christopher, Skirwith Abbey, Cumberland, Clerk. April 7.
T. H. & C. B. Hodgson, Carlisle.
Perrey, Wm Waring, Tranmere, Chester, Gent. May 1. Peacock & Co, Lpool.
Richards, John, Cound, nr Shrewabury, Salop, Farmer. June 1. Craig, Shrewabury.
Saver, Righd. Brydges-st. Covent-garden. Paymbroker. April 12.
Saver, Righd. Brydges-st. Covent-garden. Paymbroker.

Sarowabury.

Sayor, Richd. Brydges-st, Covent-garden, Pawnbroker. April 12.

Pritchard & Sons, Gt Knight-rider-st.

Shroil, Geo, Englishcombe, Somerset, Farmer. May 1. Mant & Co,

Symonds, Thos, Gloucester, Tallow Chandler. May 1. Ellis & Shep-pard, Gloucester.

pard, Gloucester.
Twiss, John. Talbot-ter, Bayswater, Lieut.-Gen. Royal Engineers.
April 30. Busby, Oxford-st.
Warren. Penelope, Worting House, nr Basingstoke, Hants, Widow.
May 16. Domville & Co. New-sq. Lincoln's-inn.
Wood, Roger, Maidon-rd, Haverstock-hill, Barrister-at-Law. May 1.
Chapple, Gt Carter-lane.

TUESDAY, March 20, 1866. Adams, Wm, Wednesbury, Stafford, Coachsmith, May 17. Thursfield, Wednesbury, Stafford, Coachsmith, May 17. Thursfield, Wednesbury, Binns, Jonathan Geo, Froghall, nr Cheadle, Stafford, Mine Agont. May 1. Challinor & Co, Leek.
Brown, Thos, Baldock, Hertford, Cattle Dealer, May 20. Mote, Bucklersbury.

Clarke, Thos Cox, Gt Missenden, Buckingham, Farmer. April 31. Isaacson & Bedford, Amersham.
Cole, Francis, Oldham, Southampton, Esq. Jone 17. C. & F. J.
Warner, Winchester.
Cotterell, Hy Fowler, Bath, Gent. May 31. Stone & Co, Bath.
Evans, David. Gt Surrey-st, Carpenter. April 19. Rayson, Newing-

Evans, David, Gr. Surrey-st, Carpenter. April 19. Rayson, Newing-ton-causeway.
Flowerdew, Mary Ann, Albert-ter, Hyde-pk, Widow. May 17. Gregory & Co. Bedford-row.
Garstang, Jas, Higher Broughton, nr Manch, Esq. May 19. Cooper & Sons, Manch.
Green. Chas, Northampton, Saddler. April 18. Higgins & Perrin,

Green. Chas, Northampton, Saddier. April 10. 1128.

Northampton. Hardwick, John, Haslingfield, Cambridge, Brewer. April 2. Holben. Cambridge.

Harries, Rev. Geo, Letterston, Pembroke, Beotor. May 1. Powell & Co, Haverfordwest.

Jeaffreson, Wm, Framlingham, Suffolk, Esq. June 9. Tayler, Framlingham.

Johnson, Thos, Lichfield, Stafford. April 30. Smith, Tokenhouse-

Johnson, Inos, Jiehneid, Stanford. April 30. Smith, Tokenhouse-yard.
Parker, Abraham, Rugby, Warwick, Gent, May 7. Bannister & Fache
John-st, Bedford-row.
Pescock, Thos Crabb, Tottenham, Middlesex, Gent, April 25. Shearman, Little Tower-st.
Pells, Hy Skinner, Bell-yard, Licensed Victualler. June 16. Winter
& Co, Bedford-row.
Purdy, John, Morpeth, Northumberland, Gardener. May 7. W. & B.
Woodman, Morpeth, Northumberland, Gardener. May 7. W. & B.
Woodman, Morpeth, Northumberland, Gardener. April 25.
Shearman, Little Tower-st.
Till, Richd, Clapham, Esq. April 30. Kearsey, Bncklersbury.
Tomlinson, John, jun, Aysgarth, York, Yeoman. April 28. Winn,
Askrige.

Younnson, John, Jun, Aysgaran, 10rk, Yeoman. April 28. Winn, Askrigg. Villers, Mary Lycett, Handsworth, Stafford. April 1. Alleock & Milward.

Milward.

7 Steth, Hamilton, Huntingdon, East Lothian, N.B., Major-General in the Bengal Army. June 15, Freshfields & Newman, Bankbuildings.

Wallss, Edmd, Castlesowerby, Cumberland, Gent. May I. Harrison & Little, Penrith.

#### Assignments for Benefit of Greditors.

FRIDAY, March 16, 1866.

Lea, Jas, Wigan, Lancaster, Grocer. Feb 22. Hall & Janion, Manch. Whittingham, Thos, Whitchurch, Salop, Timber Merchant. March & Jones, Whitchurch.

#### Deeds registered pursuant to Bankruptey Met, 1861.

FRIDAY, March 16, 1866. FRIDAT, March 16, 1866.

Aaron, Jacob, Birm, Tailor. Feb 21. Comp. Rag March 15.

Aarons, Julius, Robinson-rd, Victoria-pk, Boot and Shoe Maker.

March 6. Comp. Rag March 14.

Adams, Thos, Silverstone, Northampton, Timber Dealer. Feb 27.

Asst. Rag March 15.

Baxter, Thos, Halifax, York. Feb 21. Asst. Reg March 15.

naxuer, 1nos, mannax, 10rk. Feb 21. Asst. Reg March 15.
Betteley, Wm., Northumberland-park, Tottenham, Share Déaler.
March 6. Comp. Reg March 15.
Botterell, Those, Jun, Liskeard, Cornwall, Grocer. Feb 21. Asst.

March 6. Comp. Reg March 15.
Botterell, Thos, Jun, Liskeard, Cornwall, Grocer. Feb 21. Asst. Reg March 14.
Brown, Robt Jas, St Thomas-st East, Borough. March 6. Comp. Reg March 16.
Brown, John, Aldgate, City, Shell Fishmonger. March 9. Asst. Reg. March 16.

ury, Hy, Salford, Lancaster, Paper Stainer. Feb 18. Asst. Beg March 15. Clayton, Wm, & Saml Rorke, Sheffleld, York. Feb 17. Asst. Reg March 16.

starch 16.
Conway, Patrick, Newcastle-upon-Tyne, Tailor. March 7. Comp.
Reg March 15.
Dalton, Benj Neale, Tokenhouse-yard, Stock Broker. Feb 26. Asst.
Reg March 13.
Edwards, Mary, & Frances Jacques, Corwen, Merioreth Innkesners.

Reg March 13.

Edwards, Mary, & Frances Jacques, Corwen, Merioneth, Innkeepers. Feb 27. Asst. Reg March 15.

Perry, Louis, Coventy-st, Haymarket, Hat Manufacturer. March 5.

Comp. Reg March 16.
Field, Hy Macdonald, Kingsgate-st, Holbora, Licensed Victualler. March 15.

Comp. Reg March 16.

Forbes, John, Birm, Licensed Victualler. March 6. Comp. Reg March 14.

Foller. In Thes. Synthesis 6.

siarch 14.
Fuller, Ira Thos, Southwold, Suffolk, Chemist. March I. Comp. Reg. March 15. March 13.

Harris, John, jun, London-wall, Stationer. Feb 14. Asst. Reg March 13.

March 13.

Hastersley, Richd, Nursling, Hants, Railway Contractor. Feb 15.

Asst. Reg March 14.

Hirst, Encode, Marsden, York, Manufacturer. Feb 27. Comp. Reg.

March 15.

Mcder. Birth 2.

March 15.
Hodges, Richd, Burnham, Somerset, Baker. Feb 14. Asst. Reg March 14. March 14.
Les, Jas, Wigan, Lancaster, Grocer. Feb 22. Asst. Reg March 14.
Lewis, Arthur, Lpool, Auctioneer. March 7. Asst. Reg March 15.
Luscher, Fredk Wm, New Bridge-st, Blackfriars, Wine Merchant,
Feb 24. Asst. Reg March 15.
MacClatchie, Walter, Nottingham, Draper. Feb 17. Asst. Reg
March 14.

MacClatchie, Walter, Nottingham, Praper. Feb 17. Asst. Reg March 13. McKenzie, John, Bridgend, Glamorgan, Travelling Draper. Feb 16. Comp. Reg March 14. Phillips, Fredk Harvey Bathurst Hillingdon, Middx, Captain in the Army. March 6. Comp. Reg March 5. Price, Wm Hardman, Bury, Lancaster, Calico Printer. Feb 28. Comp. Reg March 13. Read, Geo Beaumont, & Jas Richd Kelf, orwich, Tallors. Feb 17 Asst. Reg March 14.

Roberts, The Rev John Barthorp, Shilbottle Vicarage, Northumberland, Clerk. Feb 21. Asst. Reg March 13.
Roe, Bartholomew, Norwich, Manufacturer. Feb 14. Asst. Reg March 14 Jas, Mincing-lane, Commercial Agent. Dec 30. Comp.

ant, Geo, North Kelsey, Lincoln, Farmer, Feb 13. Asst. Reg mwell, Edwin, Sheffield, York, Grocer. Feb 20. Asst. Reg larch 13. March 13

March 13. St. John, Percy Bolingbroke, Hunter-st, Brunswick-sq, Author. March 13. Comp. Reg March 15.
Thomas, Wm, Rhyl, Flint, Builder. Feb 28. Inspectorship. Reg March 15.

Turner, John, Lpool, Bootmaker. March 7. Comp. Reg March 16. Turner, Wm, Banbury, Oxford, Saddler. March 7. Asst. Reg Turner, W March 16

rood, Geo, York, Plumber. Feb 21. Asst. Reg March 16. Und Usher, Stephen, Cheltenham, Gioucester, Liconsed Victualier. Feb 15 Asst. Reg March 13. Varcy, Wm, & Thos Bradberry, Leeds, Manufacturers of Machine

Varcy, Wm, & Thos Bradberry, Leeds, Manufacturers of Machine Wool Combs. Feb 23. Asst. Reg March 16. Vivian, Jas, Hayle, Cornwall, Merchant. Feb 17. Asst. Reg March 13.

Walker, Saml, Leek, Stafford, Mercer. March 9. Comp. Reg March 15.

March 15.
Whiteman, Wm, Husbands' Bosworth, Leicester, Grazier. March 2.
Asst. Reg March 13.
Whitlock, Fredk, Birm, Photographic Artist. March 3. Comp. Reg March 14

Migglesworth, Wm, Blackburn, Lancaster, Butcher. March 6. Comp. Reg March 16.

TUESDAY, March 20, 1866.

Adeane, Geo, Stanhope-st, Hampstead-rd, Iron Bedstend Manufac-turer. Feb. 0. Comp. Reg March 17. Ambler, Saxton, Yeadon, York, Cloth Manufacturer. March 3. Comp. Reg March 16.

Walter, Middleton, Lancaster, Silk Dyer. March 1. Asst. Reg March 19. neg March 19.

eaumont, Edwin, Huddersfield, York, Woollen Manufacturer. Feb 26. Asst. Reg March 19.

onell, Hy, Chelsea Market, Carpenter. March 13. Comp. Reg March 19. Rean

Bradley, Thos, Sunderland, Durham, Draper. March 1. Comp. Reg March 17. Brown, Anne, Sheffield, Widow. Feb 22. Asst. Reg March 16.

Buckland, Wm Thompson, Trafalgar-pl, Clapham-rise, Auctioneer. March 7. Comp. Reg March 20. Clarabut, Alfred Stone, Stevenage, Herts, Draper. March 12. Comp. Reg March 19. Cooper, Harriett, Bloxham, Oxford, Innkeeper, Feb 26. Asst. Reg March 19.

March 19.

Corrall, Fredk, Stanford pl, Upper Norwood, Surrey, Banker's Clerk.

March 16. Asst. Reg March 19.

David, Carl, Bishopsgate-st Within, Merchant. Feb 19. Asst. Reg

March 19 Dawson, John Daniel, King's-road, Fulham, Builder. March 12.

Dawson, John Daniel, King's-road, Fulham, Builder. March 12. Comp. Reg March 16.
Dix, Wm Thos, Cheltenham, Gloucester, Tailor. March 3. Asst. Reg March 17.
Edwards, John, Woodfield-pl, Woodfield-rd, Butcher. March 15.
Asst. Reg March 19.
France, Richd, Botherham, York, Cabinet Maker. Feb 26. Asst. Reg March 19.
Garland, Alf, Lpool, Jeweller. March 2. Asst. Reg March 15.

Gledhill, John, Halifax, York, Grocer. Feb 20. Asst. Reg March 17.

Green, Fredk, Chester, Tailor. Marce 15. Asst. Reg March 20. Harvey, Joseph, Walsall, Spur and Bit Maker. March 19. Asst. Reg March 19. March 16. Lime st, Merchant. Feb 21. Comp.

March 16.

Jacobs, Hy, Manch, Tailor. March 7. Comp. Reg March 19.

Johnson, Jas, Meitham Mills, nr Huddersfield, York, Innkeeper.

March 6. Asst. Reg March 19.

Kent, Geo, Hanley, Stafford, Groeer. March 6. Comp. Reg

March 19.

Leigh, Geo Fredk, Penistone, Sheffield, Surgeon. March 17. Comp.

acogn, one ricus, resistone, snemen, Surgeon. March 17. Comp. Reg March 20.
Lloyd, John, Bolton, Lancaster Linen Draper. Feb 20. Asst. Reg March 17. 17.

March 17. loyd, Wm, & Richd Foulkes, Lpool, Merchants. March 13. Asst. Reg March 19.

Reg March 19.

Macann, Wm Howe Blucher, Cardiff, Glamorgan, Schoolmaster.

March 9. Asst. Reg March 17.

Mann, Geo, Melbourne-grove, Falham-rd, Comm Agent. March 16.

Comp. Reg March 20.

Mathew, Robt, Pakenham, Suffolk, Farmer. Feb 28. Asst. Reg

March 17.

Marcer, Hy, Sonthport, Lancaster, Spirit Merchant. Feb 17. Asst. Reg March 17.
Morley, Wm., Hertford-rd, Kingsland, Harness Maker. March 16. Me

Comp. Reg March 19. Moss, Geo, Suffolk-st, Southwark, Bootm ker. March 17. Asst. Reg

March 20.

Marray, Hy, Silchester-rd, Notting-hill, Grocer. March 2. Comp. Reg March 20.

Character Feb 27. Comp. Reg March 16.

Nica, Hy, Fulham-rd, Chessemonger. Feb 27. Comp. Reg March 16.
Nican, Thos, Stoke-upon-Trent, Stafford, Shoemaker. March 1. Asst.
Reg March 19. Neg. March 19.

O'Grady, Patrick Thos, Lower Marsh, Lambeth, Beer Retailer. March
12. Comp. Heg March 20.

Packwood, Laban, Kidderminster, Worcester, Upholsterer. March 7.

Asst. Reg March 19.
Palmer, Aifred, Rotherham, York, Farmer. Feb 19. Asst. Reg March 19.
Parry, Wm, Wrexham, Denbigh, Joiner. Feb 19. Asst. Reg March 17

Pemberton, Harry Lynchhurst, Northumberland-ter, Bayswater, Gent. March 8. Comp. Reg March 19. Richards, Affred, Sirm, Optician. Feb 26. Comp. Reg March 19. Riordan, Matthew, Worester, Jeweller. Feb 22 Assl. Reg March 19. Roberts, Chas, Wrexham, Denbigh, Builder. March 6. Comp. Reg March 19.

March 19.

Rowley, John, Huddersfield, York, Woollen Yarn Spinner. Feb 20.

Asst. Reg March 20.

Sendrum, Alexander, Ladbroke-gardens, Notting-hill, Clerk. March 15.

Comp. Reg March 20.

Smith, Robt, Leadenball st, Cheesemonger. Feb 23. Comp. Reg

Smith, Rob March 19. Smith, Bolton, Bradford, York, Draper. March 2. Asst. Reg March 19. Snow, Fredk. Wolverhampton, Stafford, Tobacconist. Feb 20. Asst. Reg March 19.

Larmer, Elisha, Manch, Boot and Shoe Maker. Feb 23. Comp. Reg March 19.

March 19.

Taylor, Mary, Macclesfield, Chester, Leather Seller. Fob 19. Asst, Reg March 19.

Thomas, Thos Edwn, Newport, Monmouth, Travelling Draper. Feb 20. Asst. Reg March 17.

Wakefield, Richd Fenfold, Broughton, Northampton, Farmer. March 1. Comp. Reg March 20.

Wesson, Daniel, Stanhope-st, Hampstead-rd, Pianoforte Maker. March 17. Comp. Reg March 20.

Williamson, Thos, Manch, Agent. March 7. Comp. Reg March 19.

Williamson, Thos, Manch, Chandler. Feb 16. Comp. Reg March 19.

Williams, Margaret Lloyd, Birkenhead, Chester, Spinster. March 3. Comp. Reg March 16. Comp. Reg March 19. Woodhead, Geo, Sheffield, Draper. Feb 26. Asst. Reg March 16. Wright, Herbert Hancox, Shiffnal, Salop, Farmer. Feb 21. Asst. Reg March 17. Wrixon, Edwd, Maismore-square, Peckham. Feb 19. Comp. Reg March 16.

FRIDAY, March 16, 1866. To Surrender in London.

FRIDAT, March 16, 1866.

TO Surrender in London.

Booth, Lionel, Regent-st, Bookseller. Pet March 13. April 11 at 2. Lawrance & Co, Old Jewry-chambers.
Cooper, Wm. & Fredk Cubits, Norwich, Ironmongers. Pet March 15. March 28 at 12. Roche & Gover, Old Jewry.
Ellis, Thos, Prisoner for Debt, London. Pet March 12. March 27 at 1. Norton, King William-st.
Evans, Hy, Lambeth-walk, Boot and Shoe Maker. Pet March 14. March 27 at 1. Silvester, Gt Dover-st. Newington.
Pord, John Thos, Newcastle-st, Strand, Waiter. Pet March 9. March 27 at 2. Rigby, Sise-lane.
Goodman, Jacob, Cannon-st-rd, Boarding-house, Keepec. Pet March 12. March 26 at 1. Abrahams, Sise-lane, Bucklersbury.
Grisley, John, William-ter, Plaistow-marsh, Baker. Pet March 12. April 11 at 1. Hope, Ely-pl.
Harris, Robt, Sussex-st, Toplar, Journeyman Shipwright. Pet March 13. April 11 at 2. Hope, Ely-pl.
Hart, Wm. Croydon, Surrey, Baker. Pet March 14. March 28 at 12. Parry, Croydon.
Hill, John, Ramsay, Huntingdon, Farmer. Pet March 13 (for pau). March 27 at 12. Sole & Co, Aldermanbury.
Howes, Wm. Prisoner for Debt, London. Pet March 13 (for pau). March 27 at 12. Dobie, Guildhall-chambers.
Knight, Chas, Prisoner for Debt, London. Pet March 13 (for pau). April 11 at 2. Munday, Essex-st, Strand.
New man, Robt Geo, Wild-ct, Druy-lane, Coach Painter. Pet March 13. April 11 at 2. Elworthy, Southampton-buildings, Chancerylane.

Pemberton, Wm Augustus Sadler, Prisoner for Debt, London. Pet March 12 (for pau). March 28 at 11. Tonge, Talbot-rd, Camden-

town.

Perrott, Wm, Brentford, Middx, Grocer. Pet March 12. March 27 at 12. Wetherfield, Coleman st. 12. Dobie, Guildhall-chambers.

Price, John, Bantingford, Hertford, Attorney-at-Law. Pet March 12. March 25 at 1. Hensman & Nicholson, College-hill.

Eced, Jas, Henrysst. Stepney, Corn Dealer. Pet March 13. March 27 at 12. Hicks, Moorgate-st.

Segers, Chas, Long Milford, Suffolk, Butcher. Pet Feb 21. March 27 at 1. Condy, Strand.

Snelling, Chas, Tichborne-st, Middx. Tobacconist's Assistant. Pet March 13. March 28 at 11. Greenwood, Serjeant's-inn, Chancery-laus.

inno.
pittle, Geo Saml, Grafton-st, Soho-sq, Ironmonger. Pet March 12.
April 11 at 1. Hope, Ely-pl.
cer, Jas Chas, Gravesend, Kent, General Draper. Pet March 13.
March 28 at 11. Miller, Fenchurch-st.

Steer, Jas Chas, Gravesend, Kent, General Draper. Pet March 13, March 28 at 11. Miller, Fenchurch-st.
Stowell, John, Charles-st, Holborn, Bootmaker. Pet March 14. March 28 at 12. Dobie, Guidhall-chambers.
Thompson, Wm Hy, Prisoner for Debt, Maidstone. Pet March 12. March 26 at 1. Hatton, Essex-st Strand.
Uren, Wm. Hanover-st, Long-acro, Tailor. Pet March 12. March 27 at 11. Edwards, Bush-lane.
Walker, Hy Morris, Printer's-pl, Bermondsey, Merchant's Clerk.
Pet March 12. March 28 at 11. Nowman, Bucklersbury.
Wintour, Thos Fitzgerald, Dunsford-villas, Wandsworth, Clerk, Pet March 14. April 18 at 11. Brooks & Dubois, Godliman-st, Doctors'-commons.

To Surrender in the Country.

Arnold, Isaac, Forchfield, Isle of Wight, Builder. Pet March 12.
Newport, March 2\* at 12. Hooper, Newport.
Belcher, Harris, Birm, Assistant to a Furniture Dealer. Pet Feb 23.
Birm, March 29 at 10. Parry, Birm.
Bench, Wm, & Hy Jakeman, jun, Birm, Metal Refiners. Pet Feb 28
Birm, March 29 at 10. Parry, Birm.
Blanchard, Peter Lisson, St Thomas the Apostle, Devon, Staff-Sergeant. Pet March 12. Exeter, March 25 at 11. Fryer, Exeter.

Brodie, Adam, & Matthew Brodie, Consett, Durham, Grocers. Pet March 9. Newcastle-upon-Tyne, March 27 at 11.30. Scaife & Briston, Newcastle-upon-Tyne, March 27 at 11.30. Scaife & Briston, Newcastle-upon-Tyne.
Brown, Thos, Exeter, Tailor. Pet March 14. Exeter, March 28 at 11.
Toby, Exeter.
Burnard, Mary, Reading, Milliner. Pet March 10. Reading, March 27 at 12. Smith, Reading.
Chatfield, Edwin, Prisoner for Debt, Stafford. Adj March 9. Birm, March 26 at 12.
Cotton, Isaac, Longton, Stafford, Mechanic. Pet March 12. Stokenpon-Trent, March 31 at 11. E. & A. Tennant, Hanley.
Edmonds, Wm. Prisoner for Debt, Cardiff. Adj Feb 13. Cardiff, March 29 at 10.
Finch, Jas, Bocking, Essex, Beerseller. Pet March 10. Braintree, March 26 at 10. Cardinall & Wright, Halstead.
Francis, Thos, Llandilo, Carmarthen, Druggist. Pet March 12.
March 28 at 11. Beyen, Bristol.
Gallon, John, Low Felling, out of business. Pet March 14. Newcastle-upon-Tyne, March 28 at 11. Harle & Co, Newcastle-upon-Tyne, March 28 at 11. Beyen, March 28. Leade, April 2 at 11. Gent ph 19. ob 20. ch 15. Reg h 19. Reg set Castic-upon, Jacoba, Hatter. Pet March 13. Leeds, April 9 at 11. Naylor, Leeds. Greatbatch, Mark, Prisoner for Debt, Stafford. Adj March 9. Birm, March 36 at 12. Griffiths, Isaac, Frisoner for Debt, Carmarthen. Adj Feb 10. Llanelly, March 93 at 12. Jones. Griffiths, Wm, Prisoner for Debt, Cardiff. Adj March 9. Cardiff, March 29 at 11. Jones. Griffiths, Wm, Prisoner for Debt, Cardiff. Adj March 9. Cardiff, March 29 at 11. Bramble & Blackburne. Bristol. Bristol, March 29 at 11. Bramble & Blackburne. Bristol. Hatherly, Edmund Agustus, Prisoner for Debt, Southampton. Adj Feb 19. Southampton, April 11 at 12. Henshaw, Wm, Prisoner for Debt, Manch. Pet March 9 (for pau). Manch, March 29 at 9.0. Lomas, Manch. Hekling. Wm Potter. Bristol, Chemist. Pet March 13. Bristol, March 29 at 20. Lomas, Manch. Hill, Jss, Bradford, April 10 at 10. Terry & Watson, Bradford. Hill, Jss, Bradford, April 10 at 10. Terry & Watson, Bradford, March 29 at 11. Sadd, jun, Norwich, Jackson, Moses, Barrowin. Furness, Lancaster, Tailor. Pet March 13. Manch, April 11 at 11. Slater & Barling, Manch. Jeffery, John, Thorncombe, Dorset, Innkeeper. Pet March 10. Axminster, March 26 at 11. Tweed, Honiton. John, Scheffield, Saw Handle Maker. Pet March 12. Sheffield, April 5 at 1. Micklethwaite, Sheffield. Jones, Sanl, Congleton, Chester, Ribbon Manufacturer. Pet March 8. Lpool, April 4 at 11. Evans & Co, Lpool. Jones, Manch, Early March, Lones, Sanl, Congleton, Chester, Ribbon Manufacturer. Pet March 20. Denes, Robt, sen. Thos. & Robt, Jones, Jun, Woodhouse Marcheveil, Denbigh, Farmers. Pet March 13. Lpool, April 4 at 12. Parker, Lpool. ger, John, Leeds, Hatter. Pet March 13. Leeds, April 9 at 11. kroh ker. 1 16. 3 3 Reg 1 9. Jones, Robt, sen. Thos, & Robt Jones, jun, Woodhouse Marcheveil, Denbigh, Farmers. Pet March 13. Lpool, April 4 at 12. Parker, Lpool, April 4 at 12. Parker, Lpool, March 29 at 12. Smith, Manch.
March 29 at 12. Smith, Manch.
More, Hy, Leeds, Comm Agent. Pet March 12. Leeds, March 29 at 1. Pullan, Leeds.
More, Hy, Leeds, Comm Agent. Pet March 12. Leeds, March 29 at 1. Pullan, Leeds.
Mergan, Evan. Kewport, Monmouth, Licensed Victualler. Pet March 13. Bristol, March 28 at 11. Graham, Newport.
Neison, Jas, Monkwearmouth Shore, Durham, Beerhouse Keeper, Pet March 12. Kewoasile-upon-Tyne, March 27 at 1. Keenlyside & Forster, Newcasile-upon-Tyne, March 27 at 1. Keenlyside & Forster, Newcasile-upon-Tyne, March 27 at 1. Keenlyside & Forster, Newcasile-upon-Tyne, Pet Jan 9. Lpool, March 27 at 3. Gray, Lpool.
Ravenhill, John Hogge, Smethwick, Stafford, Time Keeper. Pet March 14. Birm, March 28 at 12. James & Griffin, Birm.
Settle, Wm Hy, York, Butcher. Pet March 13. York, March 29 at 11. Mason, York.
Sheppard, Wm, Prisoner for Debt, Taunton. Adj March 9. Taunton, March 28 at 11. Spurr, Hull.
Stone, Wm, Prisoner for Debt, Taunton. Adj March 9. Taunton, March 29 at 11. Shur, Taunton. Adj March 9. Taunton, March 29 at 11. Shore, Wm, Prisoner for Debt, Taunton. Adj March 9. Taunton, March 29 at 11. Mills, Brighton.
Rymons, Jas, jun, Liskeard, Cornwall, Butcher. Pet March 10. Exster, March 27 at 1. Elworthy & Co. Plymouth.
Payon, Thos, Oldham, Lancaster, Grocer. Pet March 14. Oldham, March 39 at 11. Mills, Brighton.
Rylor, Thos, Oldham, Lancaster, Grocer. Pet March 13. Newcastle, March 27 at 12. Brewis, Newcastle-upon-Tyne.
Welch, Chas, Manch, Beer Seller. Pet March 13. Revecastle, March 27 at 12. Brewis, Newcastle-upon-Tyne.
Myord, Rob, Rockheld, Monmouth, Miller. Pet March 13. Ristol, March 28 at 11. Frice, Bristol.

Tuzsday, March 20, 1866.
Applegate, John, Prisoner for Debt, London. Fet March 15 (for pau.)

TURSDAY, March 20, 1868.

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Cornell, Wm, Warwick-st, Pimlico, Provision Morchant. Pet March 13. April 7 st 11. Roche, Old Jewry.

Evans, Owen, Milborne-grove, West Brompton, Surgeon. Pet March 17. April 9 st 12. Righy, Sise-Jane, Buckiersbury.

Fizs-Stephens, Walter, Alverstoke, Southampton, Baker. Pet March 17. April 18 at 2. Harrison & Lewis, Old Jewry.

Frasi, Hy Geo, Pierrepoint-row, Islington, Engineer. Pet March 12. April 11 at 1. Hicks, Moorgate-st.

Gale, John Jefferies, Haydon-sq, Minories, Commercial Clerk. Pet March 16. April 9 at 11. Hall, Coleman-st.

Grimwood, Edwd, Ossulton-st, Somers-town. Pet March 17. April 18 at 2. Jones, Sise-lane.

Hammerton, Chas, Park-ter, Upper Teddington, Gardener. Pet March 16. April 7 at 11. Rigby, Size-lane.

Kirkby, Hy, Frisoner for Debt, London. Pet Feb 15 (for pau). April 18 at 1. Hikks, Moorgate-st.

Marcine, Richd Steel, Cornwall-st, Fulham-rd. Brompton, Clerk. Pet March 17. April 9 at 12. Beard, Basinghall-st.

Maynard, Chas Alex, Speldhurst-rd, South Hackney. Pet March 16. April 9 at 11. Dean & Eley, New Broad-st.

Moore, John, Rotherfield-at, Islington, Comm Clerk. Pet March 16. April 9 at 12. Hall, Coleman-st.

Pool, Thos, jun, Harrow, Middx, General Dealer. Pet March 16. April 9 at 11. Hope, Riy-place, Holborn.

Rickards, Hy, Upper For-chester-st, Faddington, Baker. Pet March 13. April 1 at 1. Rice, Basinghall-st.

Sandford, Edwin Theodore, Prisoner for Debt, London. Pet March 16. April 7 at 11. Mayhew, Carey-st, Lincoln's imm-fields.

Sprules, Wm, Beadington, Surrey, Farmer. Pet March 15. April 7 at 11. Jenkins, Westminster-chambers, Victoria-st.

Thompson, Joseph Rose, Prisoner for Debt, London. Pet March 18 (for pau). April 7 at 12. Hunday, Essex-st, Strand. (for pau). April 7 at 12. Munday, Essex-st, Strand.

To Surrender in the Country.

Baker, Alf, Boughton-under-the-Blean, Kent, Watch Maker. Pet March 17. Faversham, March 31 at 11. Johnson, Faversham. Brooker, Wm Gorton, Lpool, Ship Figure Head Carver, Pet March 14. Lpool, April 3 at 3. Grocott, Lpool.

Burton, Wm, Prisoner for Debt, Walton. Adj May 20, 1863. Lpool, April 3 at 3. Thornley, Lpool.

Clarke, Thos, Burton, Derby, Joiner. Pet March 16. Leek, March 29. at 11. E. & A. Tennant, Hanley.

Coffey, John Wm, Birkenhead, Chester, Beerhouse Keeper. Pet March 18. Birkenhead, April 4 at 10. Anderson, Birkenhead.

Cowper, John, North Warnborough, Southampton. Pet March 16. Baidingstoke, April 2 at 12. Chandler, Basingstoke.

Davies, Benj, Dinas, Pembroke, Draper. Adj March 13. Doneaster, April 3 at 12. Mascon, Doneaster.

Davies, Benj, Dinas, Pembroke, Draper. Adj March 13. Doneaster, April 3 at 12. Mascon, Doneaster.

Dudley, Thos, Westbromwich, Stafford. Provision Dealer. Pet March 14. Oldbury, March 24 at 11. Shakespeare, Oldbury.

Evans, Hannah, Lpool, out of business. Pet March 14. Lpool, April 2 at 3. Harris, Lpool.

Evans, Elias, Lpool, Journeymen Wheefwright. Pet March 14. Lpool, April 2 at 3. Harris, Lpool.

Groy, Harriet, Hereford, out of business. Pet March 19. Birm, April 16 at 12. Jay & Nunn, Hereford, and Jamee & Griffin, Birm.

Griffiths, Rees, Swanses, Glamorgan, Grocer. Pet March 15. Sheffield, April 5 at 1. Binney & Son, Sheffield.

Leach, John, Over Darwen, Lancaster, Draper. Pet March 15. Sheffield, April 5 at 11. Sincey & Son, Sheffield.

Leach, John, Over Darwen, Lancaster, Draper. Pet March 15. Sheffield, April 5 at 11. Sincey & Son, Sheffield.

Leach, John, Over Darwen, Lancaster, Draper. Pet March 15. Sheffield, Leach, John, Over Darwen, Lancaster, Draper. Pet March 19. Birm, April 13 at 12. Dodds & Trotter, Stockton, and J. & R. S. Watson, Newcastle-upon-Type, April 13 at 12. Dodds & Trotter, Stockton, and J. & R. S. Watson, Newcastle-upon-Type, April 13 at 12. Dodds & Trotter, Stockton To Surrender in the Country. Lotings, Noach Saml, Newcastle-upon-Tyne, Merchant. Pet March 15. Newcastle-upon-Tyne, April 11 at 12. Joel, Newcastle-upon-Tyne.

Moody, Wm, Prisoner for Debt, Reading. Adj March 14. Hungerford, April 4 at 10. Church, Hungerford.

Newmane, Henri, Balsall Heath, Worcester, Perfumer. Pet March 16. Birm, April 4 at 12. Parry, Birm.

Palmer, Thos. Shillington, Lincoln, Inakeeper. Pet March 17. Grantham, April 4 at 11. Malim, Grantham.

Poulson, Wn, Newton-in-Mackerfield, Lancaster, Architect. Pet March 13. Warrington, April 11 at 12. Shepherd & Moore, Warrington. Warrington.
Smith, Hy, Southsea, Hants, Painter. Pet March 15. Portsmouth, April 3 at 11. White, Fortsea.
Smith, John Saver, Tacolnestone, Norfolk, Saddler. Pot March 16. Wymondham, April 16 at 11. Emerson, Norwich.
Smith, Thos, Prisoner for Debt, Gloucester. Adj March 9. Gloucester, April 2 at 12.
Thomas, David, Brynmawr, Brecun, out of business. Pet March 15. Tredegar, April 3 at 12. Harris, Tredegar.
Walknee, Wm, Hinderwell, York, Joiner. Pet March 17. Whithy, April 3 at 11. Hunter, Whitby.
Wardingley, Chas, Prisoner for Debt, York. Adj March 13. Leeds, April 3 at 11.
Warren, Chas, Horthampton, Shee Manufacturer. Pet March 13. TURDAY, March 20, 1866.

Applegate, John, Prisoner for Debt, London. Pet March 15 (for pau.)
April 9 at 11. Munday, Essex-t, Strand.
Answedo, Hy, Alvin-st, Bethnal-green, out of business. Pet March 16.
April 9 at 12. Edwards, Bush-lant, Cannon-st.
Bail, Wm, Benefield, Northampton, Farmer. Pet March 16. April 7 at 12. Palmer & Co, Trafaigar seq.
Barnard, Thos, Molyneux-st, Edgware-rd, Bricklayer. Pet March 17.
April 18 at 2. Hope, Ely-pl.
Bashford, Geo Jas St John, Essex-rd, Islington, out of business. Pet March 16. April 7 at 11. Rocks, Coleman-st.
Brieger, Augustus, Fleet-st, Manufacturer of Loather Goods. Pet March 16. April 7 at 12. Poncione, Skinner-st, Snow-hill.

Chapman, Wm Hy, Weston-st, Southwark, Carman. Pet March 17.
April 9 at 12. Wellborne, Duke-st, London-bridge.
Coleman, Wm Hy, Mayern-rd, Daiston, Wholesaie Perfumer. Pet March 17. April 7 at 12. Marshall, Lincoln's-inn-fields. April 5 at 11.

Warren, Chas, Northampton, Shee Manufacturer. Pet March 13.

Northampton, March 31 at 10. Shoosmith, Nosahampton.

Warwick, Jas, Ardwick, Lancaster, Locksmith. Pet March 13 (for pau). Manch, April 10 at 9.30. Law, Manch.

Whitford, Elia Ann. Kenwyn, Cornwall, Widow. Pet March 17.

April 4 at 11. Pauli, Truro.

Webster, John Hebden. Aikton, Cumberland, Farmer. Pet March 18.

Newcastle-upon-Tyne, April 11 at 1. Carrick, Wigton.

Witchead, Abraham, Prisoner for Debt, Manch. Pet March 13.

Manch, April 10 at 9.30. Law, Manch. BANKRUPTCIES ANNULLED.

FRIDAY, March 16, 1866.

Creagh, Chas Andrew Howard Douglas Beresford, Hastings, Sussex, Cornet in the 6th Dragoons March 16. Slater, Cyrus, 6co Rogers, & Geo Shatwell, Macolesfield, Chester, Cotton Spinners. March 12.

Tuesday, March 20, 1866.

Jarvis, Wm, The Crescent, Minories, Beer Merchant. March 17. Robson, Geo Rayden, Gt Marlow, Buckingham, Surgeon. March 10. Greenbank, Thos, Blackburn, Lancaster, Auctioneer. March 16.

GRESHAM LIFE ASSURANCE SOCIETY, 37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

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PROPOSAT, POR TOLK ON MORSOLOPS

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i. e., whether for a term certain, or by annual or other payments)

Security (state shortly the particulars of security, and, if land or building, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security. By order of the Board.

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all other descriptions of present or prospective Property.

M. R. FRANK LEWIS begs to give notice that his

SALES for the present year will take place at the LONDON

TAYERN, on the following days, viz.;—
Friday, April 13. Friday, July 13. Friday, May 11.

Friday, May 11. Friday, August 10. Friday, November 16.

Friday, June 8. Friday, September 14. Friday, December 14.

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 96, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

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Mortgages, Reversions, Leases, Goodwills, &c.—Established in 1844.

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MESSRS. C. C. & T. MOORE respectfully inform
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April 12th, July 13th, Septemr.13th, November 8th,
May 19th, August 9th, October 11th, December 13th.

Particulars of property intended to be included in any of the aboules should be sent to the offices at least fourteen days prior, but anger notice is preferable.

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Absolute Reversion to One-fourth part of £5,000 in the Three per Cent.

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By order of the Board, JOHN HARRISON, Secretary. Dock-office, Liverpool, Nov. 16, 1865.

BOROUGH OF LIVERPOOL, TO WIT. JOHN BRIDGE ASPINALL, Esq., R

THE COURT of QUARTER SESSIONS of the PEACE for the Borough will be held in the Crown Court, St. George's Hall, in the said Borough, on Friday, the Sixth day of April next, at Ten o'clock in the Forsanon.

WRIGHT, Clerk of the Peace. Clerk of the Peace's Office, Liverpool, March 15, 1866.

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Sist December, 1866, for the next division.

Applications through Solicitors are invited for advances upon, or purchases of, Life Interests or Reversions, in connection with of Assurance to be granted by the Office.

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W. C. WINTERBOTTOM, Secretary.

ENGLAND (Imited).—NOTICE IS HEREBY GIVEN, that the ORDINARY GENERAL MEETING of this Company will be held at the London Tavern, Bishopagate-street, London, on Wednesday, the 25th of April, at Twelve o'clock (noon) precisely, for the purpose of receiving the Director's and Auditors' Report and Balance Sheet, and for declaring a Dividend. THE CREDIT FONCIER AND MOBILIER OF

The Transfer Books of the Company will be closed from 4 p.m. The Transfer Books of April, until 10 a.m. on Friday, the 13th April.

By Order of the Court of Directors.

ALFRED LOWE, Secretary.

17 and 18, Cornhill, London, March 21st, 1866.

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Agents, or to T. TALLEMACH, Secretary.

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THE GENERAL ESTATES COMPANY (Limited).—The DIRECTORS are PREPARED to ISSUE the DEBENTURE BONDS of this Company, bearing interest at 6 per cent. per annum, for terms of one, two, three, and five years. Applications to be addressed to the Secretary, at the offices of the Company, Lombard House, George-yard, Lombard-street, London, E C.

By order,
C. W. CARPENTER, Secretary.

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At the DIVISION OF PROFITS to 31st December, 1864, the sum of £02.961 6s. was divided among the assured holding Policies for

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The Conditions of the Policies allow persons whose lives are insured to reside or travel in any part of the world distant more than 33° from the

reside of travel in any part of the world distant more than 33° from the Equator.

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when desired.

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Irn. | Stephen P. Kennard, Esq.
Patrick F. Robertson, Esq., M P.
| Robert Smith, Esq.

Manager-C. J. BRAINE, Esq.

manager—C. J. BEANK, ESQ.

The Directors are prepared to ISSUE DEBENTURES for one, three and five years, at 5, 64, and 6 per Cent. respectively.

They are also prepared to invest Money on Mortgage in Ceylon and Mauritius, either with or without the guarantee of the Company, as may be arranged.

be arranged.

Applications for particulars to be made at the office of the company

No. 7, East India-avenue, Leadenhall-street, London.—By order,

R. A. CAMERON, Secretary.

# THE LANDS IMPROVEMENT COMPANY (incorporated by Special Act of Parliament in 1853), Right Hon. Lord NAAS, M.P., Chairman.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a reat-charge for 25 years:— 1. Drainage, irrigation and warping, embanking, onclosing, clearing reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.

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4. The rection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved. The Company will also negotiate the rest-charges obtained by Landowners under the improvement of Land Act, 1844, in respect of their subscription of shares in a railway or canal company. No investigation of title is required, and the Company, being of a strictly financial character, do not interfers with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

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BOROUGH OF BRADFORD, IN THE COUNTY OF YORK.

TOWN CLERKSHIP.—The Town Council of Bradford are prepared to receive confidence. TOWN CLERKSHIP.—The Town Council of Bradford are prepared to receive applications from legally qualified
Gentlemen, to fill the office of Town Clerk and Solicitor to the corporation (rendered vacant by the resignation of Joseph Rayner, Esq..), at
the yearly salary of £900, in addition to which the Council will provide
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with testimonials, to be sent to me not later than the 31st day of March
instant. Copies of the Report of the Finance and General Purposes
Committee, upon the duties and salary of the office, may be obtained on
application at the Town Clerk's Office, Swaine-street, Bradford; and the
such Report.

JOHN V. GODWIN, Mayor.

Bradford, 13th March, 1866.

TO TRUSTEES, Insurance Offices, Charitable Institutions, Solicitors, Brokers, and the General Public.—MORT-GAGE DEBENTURES, registered at the Government Office of Land Mortzage Debenture Act, 1865, bearing 4½ per cent, interest, are ISSUED for the sum of £50 and upwards, for terms of from one to ten years, and transferable by indorsement.

The Mortgage Debentures are secured :-

The Mortgage Debentures are secured:—

1st. By the Deposit with the Registrar, in terms of the Act, of an equal aggregate, at least, of mortgages and rent charges upon real property, and of securities upon rates and assessments upon the owners and occupiers of real property, within the powers of the Act of Parliament.

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In every case a Statutory Declaration under the Act must be made and filed at the Office of Land Registry by a surveyor or valuer approved by the Government Inclosure Commissioners for England and Wales, that the advance made, including all previous incumbrances, if any, does not exceed two-thirds of the value of the estate charged.

does not exceed two-thirds of the value of the estate charged.

Registers of the Mortgages and other Securities, and of the Mortgage Debentures, are kept in the office of Land Registery.

The Registered Mortgage Debentures, of which no over issue is possible, are indorsed by the Registerar as conclusive evidence that the requirements of the Act of Parliament have been compiled with.

Trustees having a general power to invest trust moneys in or upon the security of shares, stock, mortgages, bonds, or debentures of companies, incorporated by or acting under the authority of an Act of Parliament, are authorised by the 40th section of the Act to invest in the Registered Mortgage Debentures.

Apply to the Hon. WILLIAM NAPIER, Managing Director, Land Securities Company (Limited), 3, Parliament -street, London, 8.W.